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The Solicitors' Journal.

LONDON, DECEMBER 28, 1867.

A CURIOUS POINT in the law of evidence arose before Mr. Justice Lush sitting at the Central Criminal Court on the 19th instant. A man named Thomson was tried for the murder of George Frederick James, convicted, and sentenced to death. Thomas Wall was intermediately afterwards put upon his trial for an assault alleged to have been committed upon the deceased man just before the murder. Wall's counsel thereupon proposed to call the convict Thomson as a witness on behalf of Wall; but his Lordship ruled that a man under sentence of death is not a competent witness, proposing however to reserve the point if necessary. The prisoner was acquitted, so that there was no need to reserve the point; but it is much to be regretted that the question cannot be set at rest, for it may in many cases be one of importance, and as far as we know it is new. Indeed, until lately the question could hardly arise. At common law any one under sentence of death for felony would, in common with many other criminals, have been an incompetent witness, on the ground of infamy, that is to say, the discredit arising from his conviction of a crime; and that discredit and incompetence was held to arise from his crime, not his punishment. This ground of incompetence being clear, it would not be necessary to inquire whether there was an additional ground of exclusion arising from his attainder. But the statute 6 & 7 Vict. c. 85, having enacted that "no person offered as a witness shall be excluded by reason of incapacity from crime," it becomes necessary to consider whether a convict's testimony can be excluded upon grounds other than his crime. Mr. Justice Lush has ruled that it is excluded on the ground of his attainder, whereby, as the books say, he is civilly dead by anticipation of his sentence." His lordship's ruling may be right, though we think it will hardly be accepted as law without further consideration; but if it be right, the law is certainly wrong. The legislature when it abolished incapacity from crime can never have intended to retain incapacity from punishment. If the law be in accordance with his lordship's ruling, it is founded solely upon a legal fiction, of the most arbitrary and technical character; and as far as common sense and expediency are concerned, the matter hardly admits of a doubt. No one can suppose that a man under sentence of death is less likely to tell the truth than a man sentenced to any other punishment. And the rule laid down by his lordship could invest the Crown with a new and most invidious prerogative. The power of pardon belongs to the Crown, and pardon removes all incapacities arising from attainder, so that it would be entirely in the discretion of the Crown to exclude or admit the testimony of a convict.

WE READ in a Dublin newspaper, that on the 15th instant, the case of Mr. Patrick Hickie, an attorney, came before Judge Miller in the Irish Court of Bankruptcy upon an application for an order of discharge, and that Mr. O'Moore, Barrister, opposed the discharge on his own behalf; he had given the insolvent receipts for unpaid fees to enable him to tax his costs and get money out of court, and the insolvent having done so and obtained the money, had not paid him his fees. We thought the law as to counsel's fees was perfectly clear, and that they were not debts recoverable at law, or proveable in bankruptcy. And the idea that by giving a receipt for a sum of money which is neither payable nor paid, falsely stating that it has been paid, you can entitle yourself to have it paid, is at least original.

A contest has lately been going on between the benchers of the Inner Temple and the authorities of the Ward of Farringdon Without. The Temple has always hitherto been regarded not only as extra parochial, but as forming no part of any City ward; and accordingly the occupants of chambers, on the one hand, have paid no parish or ward rates, and on the other hand, have never claimed to take part in the business of any ward. But the authorities of the Ward of Farringdon Without have lately placed on the list of electors for the ward, all occupants of chambers whose names appear such occupants upon the parliamentary register; and they proposed to serve upon all such persons, polling papers for the elections held at the late ward motes. The benchers, believing this proceeding on the part of the ward authorities to be merely preparatory to an attempt to impose ward rates upon their tenants, have taken a simple and effectual method of preventing the service of the obnoxious papers. They locked their gates, and placed persons at each to exclude the beadle. It remains to be seen whether the authorities of the ward will make any further move in the matter.

THE PROCEEDINGS in the Dublin Police Court against Mr. Martin, Dr. Waters, and Mr. Lalor, for having taken part in what is alleged to have been a seditious meeting, on the occasion of the late funeral procession, has ended in the case being sent for trial at the next commission court, the accused being bound in their own recognizances to appear and take their trial.

The curious episode of those proceedings in which Sir John Gray, M.P., bore the chief part, has also ended, but in a manner most extraordinary. Sir John Gray, as we showed last week, was guilty of an act of gross disrespect (we might almost say defiance) towards the Court before which he had been summoned to appear as a witness. And the natural end of such a transaction would have been that, after a little reflection, Sir John Gray should, in some form or other, have expressed his regret for what he had done. But this is by no means what took place. Sir John Gray assures the public, in a letter to the *Pall Mall Gazette*, that the next day after the occurrence, "the Attorney-General publicly severed himself from the contemptible trick, which was so cunningly arranged, and apologized through Mr. Murphy for its occurrence, and I was since honoured by a communication from a distinguished member of her Majesty's Government, expressing regret that such an outrage had been perpetrated." The outrage in question seems to have consisted of summoning him as a witness for the Crown, after he had himself requested that, instead of summoning certain gentlemen in his establishment (who, for aught that appears, may have been wanted as witnesses), the Crown should summon him (who evidently was not wanted at all), and deal with him.

WHENEVER ANY SOCIAL VICE or criminal practice is brought by special circumstances into peculiar prominence there is a large number of people who, in their horror at the evil, wish at once without further reflection to rush into legislation; for such people never can be brought to see that the law and those who administer it are not omnipotent. Thus certain recent cases have shown the mischief that may, and probably often does follow, the system of what is called adoption of children. It is evidently a general practice for the parents of illegitimate children to get rid of them by handing them

over to people who, for a consideration, are content to adopt them, as it is called, and who, no doubt, in many cases, starve or ill-use them. This being shown to be the case, the result has been a crop of proposals, generally vague and indefinite, for preventing the evil by legislation. The only very definite proposal, however, that we have seen is one made by a daily paper for the registration of adopted children, and we notice this proposal because it is a fair example of the schemes usually suggested for such purposes. If parliament entertained such a proposal, it would have to decide to what cases the rule of registration should apply. Should it be to all children residing with people other than their parents? This would include all the boys at Eton at one end, and the children in the Paddington workhouse at the other. Should it be limited to children under a certain age? It would still apply chiefly to the children of respectable people in India orother hot countries whose children were at home. Should it apply only to children adopted in the popular sense of the term, that is to say, whose parents agree to renounce all future interference with the children? This would be simply useless, for in all corrupt cases care would be taken that such an agreement should not be expressed in terms, and even if it were it could never be proved. Then, again, how could a law of registration be enforced? Whose duty should it be to go through every house in a parish at intervals and find out how many children are in it, who are the parents of each, and on what terms each is there? If any law of mere registration could bring home to parents the responsibility of taking care of their children, the present law of registration of births ought to do so, but it has no such effect.

ON WEDNESDAY NEXT, being the 1st of January, 1868, a considerable number of the Acts of the last session of parliament will come into operation. The most important of these to the profession is cap. 142, The County Court Act, 1867. Among those of chief importance to different classes of the public are cap. 103, The Factory Acts Extension Act; cap. 124, The Merchant Shipping Act Amendment Act; and cap. 146, The Workshops Regulation Act.

THE GOVERNMENT have issued two circulars with reference to the employment of special constables, one of which purports to give instruction to special constables as to the discharge of their duties, the other to prescribe the plan for their organisation. The first circular states in the following terms the legal powers and duties of constables for suppressing and preventing riots and disturbances of the peace:—

"Every constable is called upon by the common law to do all that in him lies for the supression of riot, and each has his authority to command all other subjects of the Queen to assist him in that undertaking.

"In cases of breaches of the peace, as riots, affrays, assaults, and the like, committed within the view of the constable, he should immediately interfers (first giving notice of his ocffie, if he be not already known, separate the combatants, and prevent others from joining in the affray. If the riot, &c., be of a serious nature, or if the offenders do not immediately desist, he should take them into custody, securing also the principal instigators of the tumult, and doing everything in his power to restore quiet.

"He may arrest any one assaulting or opposing him in the execution of his duty.

"When a breach of the peace is likely to take place, as when persons are openly preparing to fight, the constable should take the parties concerned into custody.

"If a party threaten another with immediate personal violence, or offer to strike, the constable should interfere and prevent a breach of the peace. If one draw a weapon upon another, attempting to strike, the constable should take him into custody.

"It is provided by law that every special constable shall have, exercise, and enjoy, not only within the parish or place for which he shall have been appointed, but also throughout the entire county for which the magistrate who appointed him is justice of the peace, all such powers, authorities, and advantages, and be liable to all such duties and responsibilities, as any constable within his constablewick by virtue of the common law, or by any statute or statutes."

WHAT SHOULD BE A QUORUM OF JUDGES?

The recent change in the constitution of the Court of Appeal in Chancery, and the various plans which have been lately put forward, and are now under consideration, for reforming the common law courts, suggest the consideration of the question—What number of judges sitting together forms the best tribunal?

An independent observer of our judicial system must at first sight be greatly struck with the curious difference between the accustomed number at common law and in chancery. He would also, at all events until within the last few years, if he consulted members of both branches of the bar, have been struck with the uniformity with which they each preferred their own system. Members of the chancery bar have seldom been found to recognise the advantage of four judges sitting in banco, and common law barristers, for the most part, wonder how it is that suitors and the profession are satisfied with the decisions of a single judge in equity. These opinions are, doubtless, in a great degree, the result of the force of habit and of the conservatism which has habitually pervaded the profession. We cannot, however, think that such opinions are entirely without foundation in reason; still less that they were so formerly, when they were more universally entertained than they are now. The tendency of all recent legislation has been largely to increase what we may call the concurrent jurisdiction of the common law and equity courts. With this increase has grown up a feeling that the composition of the tribunals might, with advantage, be more nearly assimilated. Notwithstanding this, we think there may still be recognised a difference in the general nature of the questions which come before a common law court in banco, and before the Vice-Chancellors, and that this difference is of a character which makes it desirable that the decisions of the one tribunal should be based on collective opinion, while those of the other may be satisfactory, though only the expressions of individual opinion. Where a right decision can be arrived at merely by the exercise of powers of the intellect, the strength of a tribunal must be measured by that of its most gifted member. It may be weakened, but can scarcely be strengthened, by adding the judgment of an inferior mind to that of a superior. For a tribunal which has to decide such questions therefore, there can be but one reason—and that but a poor one—for having more than one judge, namely, the difficulty of selecting the best man. When, however, the questions depend upon practical judgment and experience of men and things, the case is very different. In such a case the greater aggregate amount of experience which is brought to bear upon any disputed point, the more satisfactory will be the decision.

Now, we think that the cases which come before the equity courts can more often be decided by the application of abstract principles than those which the common law courts have to deal with. Such a distinction may be thought by some rather fanciful, and undoubtedly the rule, if it is one, is qualified by many exceptions. There is, however, one practical distinction between the business of the common law courts in banco and the Vice-Chancellors' courts, which is most important as regards the number of judges required—that is, that the business of the former is principally of an appellate character. We refer, of course, to the cases in the New Trial paper, which occupy by far the greater portion of the time during which the courts sit in banco. In a considerable number of these cases the decision of the jury upon the evidence is reviewed by the Court. This power of the Court, while it is one which every one, experienced in the occasional results of trial by jury, admits ought to be possessed by the Court,

is yet one which all will agree ought not to be exercised by one, or even two judges. Indeed it is now a common cause of complaint that the opinion of the one judge who tried the case is allowed by the other members of the Court to have too much weight with them, to the exclusion of their own judgment. Other cases again, in the new trial paper, involve the question of misdirection, which is a direct appeal from one judge to the Court on a matter of law. In others, where the point has been reserved, the appeal is often from a merely formal decision of the judge, given for the purpose of bringing the point under consideration of the full Court. Here, therefore, we have at all events the deliberate opinion of a judge that the point is one which is worth discussing, and as to which he does not care to rely on his own unassisted judgment. This may be thought not an insufficient reason why the tribunal to decide the point should be composed of several, and not of a single judge. Besides the New Trial paper, the Courts in banco are occupied with motions, the special paper, and in the case of the Court of Queen's Bench with the Crown paper. Now, many of the motions are for new trials, and to these of course the remarks made upon cases in the New Trial paper apply. Others are appeals from judges at chambers, which seem to us to require a full bench of judges. Others, again, are applications for the exercise of the discretion of the Court in various matters, upon which the decisions of a bench are more likely to be satisfactory, because less likely to be arbitrary, than those of an individual judge. Some few motions doubtless are made to the Court principally on matters of practice, which might well be disposed of by a single judge, but these occupy but a very small portion of time, and, although they might with advantage be heard, together with the chamber business of the judges under the new rules, before a practice court, we think they do not afford any argument for materially reducing the number of judges sitting in banco. As to the special paper, it consists of demurrers and special cases. Here, the law has to be applied to admitted or agreed states of facts. As regards special cases, however, it has become a common practice to state certain facts, leaving the Court to draw the same inferences that a jury might have done as to other facts which may be material to ascertain the rights of the parties. In these cases the judges really act as jurymen, and the number of independent judgments may be of importance. In other cases, in the special paper, there can be no doubt that the weight and authority of any decision will depend more upon the reputation of the judges who gave it for legal knowledge, than upon their mere number. Here therefore, if the selection of the judges on the ground of their legal knowledge could be guaranteed, the tribunal might consist of a less number of judges than at present, and even of a single judge. With regard to the Queen's Bench Crown paper a few of the cases are appeals from magistrates and the like, and of considerable practical importance; but as Chief Justice Cockburn lately remarked, most of the Crown paper days are occupied by the Court in trying to make sense of other people's nonsense. Either some hopelessly inconsistent sections of Rating or Public Health Acts have to be reconciled and applied by a kind of *cy pres* process, or else the meaning of the Legislature has to be discovered in one of those cases where the only thing that is clear is that the point was never foreseen, and that the Legislature had no meaning at all with reference to it. Until the judges are relieved by better workmanship in law-making, from this distressing and useless kind of employment, it would perhaps be better for the public, though rather hard upon the judge, to confide it to one than to several. On the whole therefore, looking at the character of the work done by the common law courts in banco, we think there are good grounds for continuing to have a bench of judges and not a single judge. In addition to the reasons arising out of the character of the work it must be remembered that judges are in practice, though not of course in theory, appointed for reasons other than the probable amount of their judicial faculties; and even where this is not the case, the faculty which justifies the appointment may be rather a capacity to assist juries in dealing with facts, and in other respects to preside with efficiency at Nisi Prius and in criminal trials. This faculty by no means always accompanies the legal learning required in banco, and yet it is obviously convenient not to have special judges for the different departments. As regards the actual number required, however, we certainly incline to the opinion that three is as good a number as four, and much better than four, three, or two, according to chance, as we have now. Of course it would be foolish so to fetter the discretion of the judges as to interfere with the dispatch of business, when accident prevented the formation of a full court, but if the number to sit is reduced to three, it ought to be understood that it is not meant that two should sit as often as three do now. Three is a good number, because there must always be a majority, and also because the judges can consult together on the bench more easily than if there are four.

With regard to the equity courts of first instance, we know of no desire on the part of the profession or of suitors, at all events until they have lost their cause, to be heard before more than one judge. This, however, does not apply to courts of appeal. We have before expressed our opinion of the bad policy of the recent change. It is not too much to say that there has been no court in the kingdom which has worked so well and given so much satisfaction generally as the Lords Justices Court as recently constituted. It is perhaps needless to say we are not, in speaking of the constitution of the court, referring to the individuals who compose it. Indeed we are almost afraid that Lord Cairns and Sir John Rolt may do their work when sitting singly too well, so that it may become so much the practice for them to sit alone, that in future, when men less competent to review the decisions of other judges may fill their places, it may be difficult not to follow the usual course. We think the Act introduced a foolish and unnecessary change. We believe it was done in order to remedy an accidental inconvenience from the illness of one of the judges. It would surely have been much better to have given to some one, either the Lord Chancellor alone or in conjunction with one of the Lords Justices, a power to appoint a deputy for a limited time. The change is sometimes justified by saying that there is even less security that the Lord Chancellor will always be a good equity judge, and that he has always had power and been in the habit of sitting alone, although he has now power to call in assistance. This seems to us a far better reason for appointing a third Lord Justice to assist the Lord Chancellor, than for interfering with, perhaps, the best court in the kingdom. The subject of the Court of Exchequer Chamber is a difficult one; several plans may be suggested for preventing a minority of judges overruling a majority, as now happens occasionally. This might be effected by counting in the judgments of the judges below, where there was a difference amongst the judges above, by which method, however, the possibility of a change of opinion upon a re-argument is not provided for. Perhaps as simple and practicable a plan as any would be to require for the reversal of a decision of the Court below a minimum number of six judges and a majority of two to one in favour of reversing the decision. Under this plan, assuming the number of judges below to be reduced to three, there would only be one possible case in which a minority could overrule a majority, viz., four against five. There would not be much practical harm in this, as the opinions of the judges below are clearly not of equal value with those of the judges above, who are able to weigh the reasons given in the judgments below, and also have the advantage of another argument often by different counsel.

The trial of Mr. J. Edgeley for defrauding the Leeds Bank is further postponed, but ordered peremptorily to come on in May.

APPLICATIONS FOR SHARES.

Some little time ago we printed a series of three articles upon "agreements to take shares in joint-stock companies" and their effect, and, as the subject is one which may be said to be "every body's business," in addition to its peculiar importance to the legal profession who are so continually called upon to advise upon the effect of or to argue cases arising out of applications for shares in joint-stock companies, and as, moreover, the subject has received a good deal of elucidation since we last wrote, it may prove of some service to our readers if we now bestow an other column or two upon the topic.

In our former articles * we examined the earlier cases under the Companies Act of 1856, and the change of phraseology in the 23rd section of the Act of 1862 (corresponding to the 19th section of the Act of 1856). We need not now, however, recapitulate these particulars, and shall start with the provisions in the Act of 1862, which enacts that every one who has "agreed to become" a member of the company shall be deemed to be one. We are now of course speaking merely of *original* applications for shares.

Vice-Chancellor Wood in *Re Saloon Steam Packet Company* (*Fletcher's case*), 16 W. R. 75, summarised the ingredients required to complete the *status* of a shareholder as follows:—(1) There must be an application for shares; (2) an allotment; (3) a communication of and an acquiescence in the allotment.

It may be remembered that Vice-Chancellor Kindersley, in *Carmichael's case*, 17 Sim. 166, said, "all applications for shares are made upon an implied contract that they shall be answered promptly, or, otherwise, that the party applying shall not be bound by his application." The Court of Chancery, however, subsequently inclined towards the view that notice of the allotment to the applicant was not necessary; now, however, the Court has adopted the rule, certainly an equitable one, that, in order to bind the applicant, the allotment must be communicated to him. This was laid down by Lord Cairns in *Pellatt's case*, 15 W. R. 726, as well as by Vice-Chancellor Wood in the case above mentioned; and in *Gunn's case*, 16 W. R. 97, Lord Justice Rolt lays much stress upon the necessity of notice. But, while noting the principle which the Court thus laid down, it is as well to notice two of the older cases, which have been very often cited, and in which the Court seemed to lean to the older and harsher rule before mentioned. In *Cookney's case*, 7 W. R. 22, Mr. Cookney made an application for fifty £1 shares, and paid up the £50; the company allotted him fifty shares, but sent him no notice; he made no attempt to claim back the £50, alleging afterwards that he considered himself to have forfeited the money; on the company being wound up, the Lords Justices held him a contributory. In *Bloxam's case*, 12 W. R. 995, Mr. Bloxam called at the company's office and applied for shares, giving at the same time a cheque for the deposit, which he stipulated should be retained if the shares were not allotted within a few days. He had just before asked the secretary when he could have the shares, and the secretary had told him that he could have them in a few days, as the company were about to allot them. Two days afterwards, the shares were allotted to him, but no communication of this was made to him, and the company collapsed that same day. Under these circumstances Lord Justice Turner (*dubitante* Knight Bruce, L.J.) thought that the contract was completed when the allotment was made, and the order of the Master of the Rolls settling him upon the list of contributories was affirmed. As regards *Cookney's case*, the language made use of by the Lord Justices, especially Lord Justice Knight Bruce, in that case, certainly does to some extent contravene the principle which Lord Cairns and Lord Justice Turner in *Pellatt's case*, and Vice-Chancellor Wood in *The Saloon Steam Packet Company's case*, have laid down as to the necessity of communicating the allotment to the applicant, and *Cookney's case* cannot, therefore, be received as a binding authority; as regards *Bloxam's case*, however, Lord Cairns in *Pellatt's case* expressly said that the principle he was laying down was consistent with that case. To us it does not appear easy to reconcile *Bloxam's case* with the later doctrine, except in the one event—which happened in that case—of notification of the allotment being rendered possible by the company immediately afterwards collapsing. In such an event as this, if *Bloxam's case* can be explained so as to be retained as an authority, the applicant, who has signed the ordinary form applying for shares and agreeing to accept the same or any less number that may be allotted, would be held bound as a contributory, on the ground that he had made an unconditional offer, and that the directors had, by closing with that offer, bound him in the events which happened. But if the company, instead of collapsing immediately after the allotments, continues as a joint concern, *Pellatt's case* decides that some notification of the allotment must be sent to the applicant, and the only reason which occurs to us for the distinction is that the applicant would be entitled to presume from the length of time which elapsed after his application that it had not yet been acceded to. This distinction is not, however, very satisfactory to our own mind, and we should have preferred accepting unqualified the plain principle of *Pellatt's case* had not the remarks of Lord Cairns upon *Bloxam's case* left open a doubt. We know, of course, that Lord Justice Rolt, commenting in *Gunn's case*, 16 W. R. 97, upon *Bloxam's case*, and Lord Cairn's remarks upon it in *Pellatt's case*, said that *Bloxam's case* must be regarded as one of special circumstances; but we do not see that this mends the matter, for be the circumstances of a case as special as possible, they must be decided upon some principle, and the recent principle of requiring notice is as applicable to that case as to any other, unless some explanation be admitted, such as that which we have suggested.

With regard to the acquiescence which Vice-Chancellor Wood mentions as an ingredient necessary in connection with the communication of the allotment, we would not recommend any repudiating allottees to rely on the want of this ingredient. Of course, until allotment has been notified it is always open to the applicant to retract or qualify his application (*vide Hebb's case*, 15 W. R. 754), but if he has not done this and allotment is notified to him by the company, he is, in our opinion, bound. We venture, with deference, to think that, as to the ordinary case, there is no authority for the Vice-Chancellor's observation that acquiescence is necessary. But when there has been great delay in making the allotment or communicating it to his allottee, it may very possibly be necessary for the company to show acquiescence, and in *The Ramsgate Hotel Company* v. *Goldsmid*, 14 W. R. 336, the Court of Exchequer considered five months an unreasonable delay on the part of the company, and (as between himself and the company) gave judgment against the company in an action for calls.

Of course, if the application be coupled with any condition named by the applicant, there is no contract until the company have signified their acceptance of it (see *Shackleford's case*, 14 W. R. 1001, *Elkington's case*, 15 W. R. 665); and if, as in *Addinell's case*, 14 W. R. 72 the company's reply introduces a new condition, there is, no contract again until this has been acquiesced in by the applicant for shares.

It must be borne in mind that, as Lord Justice Rolt says in *Levita's case*, 16 W. R. 95, and *Gunn's case* (*ubi sup.*), it is not necessary that the company should *by writing* notify their allotment to the applicant, all that is required is that by some means or other, whether in consequence of some verbal communication, or of the allottees betraying by his conduct his knowledge of the allotment, that the Court should be satisfied that it had been brought to his knowledge.

* 11 Sol. Jour. 1181, 1112, 1133.

With respect to those cases which arise respecting constructive agreements to take shares, as a director's qualification, *Lord Abercorn's case*, 10 W. R. 548, and *Stock and Roney's case*, 12 W. R. 994, are still authorities ruling that directors have not constructive notice by the articles of association of the number of shares which a director is thereby required to hold, so as to saddle them with that number of shares. We still disapprove of any principle which holds that directors, whose business it is to administer the provisions of their company's articles, have not complete notice of their provisions, and we notice signs that the Courts are disposed to treat *Lord Abercorn's case* as an exceptional one, depending on the fact that Lord Abercorn had never in fact applied for *any* shares, and did not suppose himself to be acting as a shareholder.

With respect to executors who may be contemplating applications for shares on behalf of their testators' estates, the only advice which we can give to them is,—Don't. It has been long held that, whether or no authorised to invest their trust funds in shares, they will, as between themselves and the company, be individually liable in respect of any shares which they may so purchase; and, as regards issues of new shares which may be offered to them in their capacity of trustees of an estate holding some of the old shares, *Fearnside and Dobson's case*, 14 W. R. 255, decides that in this case also they will be liable in their individual character.

RECENT DECISIONS.

EQUITY.

Rule in Ex parte Waring.

Re New Zealand Banking Corporation. Ex parte the Bank of Hindustan, M. R. 15 W. R. 954; s. c. *sub nom. Hickie & Co.'s case*, 4 L. R. Eq. 226.

We refer to this case not so much on account of the decision on it, the correctness of which we do not doubt, as of some dicta on the application of the well-known rule in *Ex parte Waring*, 19 Ves. 345, for which we can find no support either from principle or authority. The rule, as usually stated, is that securities held by a banker against his acceptances are available to the bill-holders if both the acceptor and drawer have become insolvent, not by virtue of any contract with the bill-holders, but through the equity of the assignees of the drawers to have the securities so applied. We have called this rule a well-known one, and its application must certainly be frequent, but, as is the case with many of the rules laid down in Lord Eldon's judgments, the *ratio decidendi* does not lie upon the surface.

The first difficulty which arose on the application of the rule was, whether actual bankruptcy was an essential condition, or, if not, what test of insolvency would be sufficient, and in *Powles* v. *Hargreaves*, 3 D. M. G. 430, 2 W. R. 21 Lord Cranworth decided that any case where both estates were insolvent, and came under a forced administration, whether by the Court of Chancery, in Bankruptcy, or otherwise, was within the rule. Insolvency, however, is essential; and in the present case, it being alleged that the acceptors and holders of the securities, a company ordered to be wound-up, would be able to pay all their creditors in full, the Court considered that the rule was inapplicable, although the proceeds of the securities were rightly earmarked, until the question should be determined. But in the course of the argument other reasons were urged, as taking the case out of the rule, and it is the assent of the Court to these on which we join issue. They were:—

1. That there would be no surplus, as in *Ex parte Waring*, after satisfaction of the bills, and

2. That on the state of account between the drawer and acceptor (the holder of the securities) the balance was against the former.

That the first circumstance is immaterial *Powles* v. *Hargreaves* distinctly decides, and we are at a loss to understand how the Master of the Rolls could have misinterpreted it, so large a portion of the judgment having been devoted to a consideration of that point, and the original order in *Ex parte Waring* having been sent for expressly to satisfy the Court that the possibility of the securities proving insufficient for payment of the bill-holders was provided for in that very case. That the second circumstance is equally immaterial, we think, is quite as clear on principle. This will appear if we consider the meaning of the rule.

When a drawer deposits securities with an acceptor for the purpose of meeting the liabilities on the bills, the holder of the bills can generally have no right to require those securities to be applied towards satisfying such bills, there being no contract to that effect made with him. If the acceptor is solvent and the drawer insolvent, the holder enforces payment from the former, who reimburses himself by means of the securities, so far as they will go, and retains the balance, if any, for the benefit of the drawer. If the contrary is the case, the holder may enforce payment from the drawer, who can, if necessary, by a bill in equity, compel the acceptor to return the securities. The only case in which the bill-holder would suffer by a misappropriation of these, is when both drawer and acceptor are insolvent, and the court, while still recognizing no rights in him as bill-holder, has allowed him to insist on the rights of the drawer and acceptor *inter se*, not being neglected to his prejudice. These rights are the rights of the drawer to say that the securities shall not be distributed among the general creditors of the acceptor, but applied for the purpose for which they were deposited, and the corresponding right of the acceptors to have them so applied. In other words, the securities in question are not the property of the acceptor, but the property of the drawer, subject to the right of the acceptor to have them applied in or towards discharge of his liability, and the only way in which the estates of the two insolvents can be cleared, is by such application being made. It is obvious that this is equally proper, and that it would be equally unjust that the securities deposited should be applied for the general benefit of the creditors of the acceptor, when the drawer is indebted to the acceptor, as when the balance of account is the other way. The equity between them is not a general equity, but a particular equity arising out of a definite transaction, and any lien which the acceptor might have would only apply in the case of there being a surplus after satisfaction of the amount due on the acceptances, and is entirely independent of the rule we are discussing. The influence which the facts in the case before Lord Eldon seem to have produced on the interpretation put by the Master of the Rolls upon that case, shows that there would be some advantage in having our legal principles disembarrassed as far as possible of the special facts of the cases in which they are embedded, an advantage which the contemplated digest is we believe intended to possess.

Uncertainty in Charitable Bequests.

Fisk v. *Attorney-General*, V. C. W., 15 W. R. 1200, 4 L. R. Eq. 521.

In the chapter in Mr. Jarman's book on Wills (3rd edit. vol. i. p. 338) where the cases are discussed in which gifts have been held void on account of uncertainty in the subject matter, we find the following passage:—"Where the bequest is of that part of a given fund which remains after providing for an object illegal or unattainable, and the exact amount to be laid out on which is not specified, it does not seem clear whether the gift is void for uncertainty, or whether the Court will take upon itself to determine what would have been the proper amount to be expended had the object been legal or attainable." The cases have been conflicting, but the present goes some way towards settling the point. The gift here was of a definite sum to trustees on trust to apply such part of

the income as should from time to time be necessary or required in keeping the family vault of the testatrix in repair, and on trust to divide the residue of such income every Christmas amongst the aged poor of a certain parish. It was contended that the gift over was void, on the authority of *Chapman* v. *Brown*, 6 Ves. 404, where the trust was, first, for building or purchasing a chapel, and, if any surplus should remain, the same to be applied to the support of a minister, and Sir W. Grant held that it was impossible to form any idea as to what would have been proper to expend upon the chapel, no place being pointed out so that the numbers of the congregation to be expected could be ascertained, and the gift being altogether indefinite; but the Vice-Chancellor thought that the last case would only be followed in exactly similar circumstances, and that the true principle to be applied was that laid down in a case of *The Magistrates of Dundee* v. *Morris*, 3 Macq. 134, where there was a bequest for building and establishing a hospital, but the amount to be expended for that purpose was not indicated, namely, that the Court "will not refuse to execute a trust for a charitable purpose on the ground of the amount of the fund to be appropriated to answer the bequest not having been specified by the testator and not being clearly ascertainable." In the present case the sum to be ascertained was not that to be devoted to the charitable purpose, but the amount which would have been required for another purpose, if the same had been legal, and without which the residue applicable for the charity could not be ascertained, but the principle seems equally just in both cases, and the Vice-Chancellor considered that he should have been bound to apply it, if necessary, in the case before him.

Another point was argued in the case, which, as was noticed in the judgment, seems to require some reconsideration, viz: whether a bequest to a specified charity which fails in the lifetime of the testator should be held to lapse or be applied *cy pres*? The authorities deciding that the bequest in such a case would lapse were followed, but it is not easy to see why a general charitable intent should be denied to the testator in this case consistently with many cases in which such an intent has been discovered, and particularly that of *Loscombe* v. *Wintringham*, 13 Beav. 87, where a fund was left to the trustees of "a society instituted for the increase and encouragement of good servants," and although no such society could be discovered, the application of the fund for the benefit of some other charity was directed.

NEW TRIAL IN CASE OF FELONY—EVIDENCE—APPEAL.

Attorney-General of New South Wales v. *Bertrand*, 16 W. R. P. C. 9.

This was an appeal from an order of the Supreme Court of New South Wales granting a new trial in a case of felony. The respondent had been found guilty of murder, and the rule for the new trial was granted on the ground of an irregularity in the way the evidence was given at the trial. Although this case arose in New South Wales, the judgment of the Privy Council decides an important point in English criminal procedure, and directly overrules a case decided by the Court of Queen's Bench in Lord Campbell's time. The facts of the case were simple enough. The respondent was tried for murder in New South Wales, and the jury, not being able to agree upon their verdict, were discharged. He was tried a second time, and at the second trial the notes of the evidence of the witnesses at the former trial were read over to those witnesses, and they were asked if what they then said was true. They were then orally examined and cross-examined in the usual way. This was permitted by the judge with the consent of counsel on both sides. The Supreme Court granted a rule absolute for a new trial on the ground that the evidence had been improperly admitted in this form. The appeal was from this order. The questions for the Privy Council were, first, whether an appeal lay in such circumstances; and, secondly, whether a new trial can be directed in a case of felony. The Court decided that the appeal did lie, and that there could not be a new trial in a case of felony.

The principle upon which such an appeal is allowed is clearly stated in the commencement of the judgment. "In all cases, criminal as well as civil, arising in places on which an appeal would lie. It is the inherent prerogative right, and upon all proper occasions the duty of the Queen in council to exercise an appellate jurisdiction with a view not only to ensure as far as may be the due administration of justice in the individual case, but also to preserve the due course of procedure generally." The judgment there points out that such appeals in criminal cases are rare, and explains why that is so, and it also explains what grounds will be sufficient to induce the Privy Council to entertain appeals like the present. This appeal came within the class of cases above mentioned, and it therefore became necessary to consider the second point, viz., whether there can be a new trial in a case of felony. Only one case it seems can be found in the reports in which such a new trial has been granted. In *Reg.* v. *Scaife and Others*, 17 Q. B. 238, a new trial was granted by the Court of Queen's Bench in a case of felony, but the question whether there could be a new trial in such a case was not touched upon in the argument. This case is very fully discussed in the judgement, and is finally expressly overruled, for the judgment says, "Their Lordships will feel at liberty to consider the present case apart from that authority." It is very remarkable that so important an innovation in criminal procedure as that made by *Reg.* v. *Scaife* should have been introduced without any notice of its effect, and without its occurring to any one that the application there made to the court was really one of an entirely novel nature. Considering the way in which the decision in *Reg.* v. *Scaife* was arrived at, it could hardly have been expected that the Privy Council would consider it a binding authority. It may be a fault in our law of criminal procedure that there is no such power as that assumed in *Reg.* v. *Scaife*, but it is most desirable that if any charge is to be made it should be effected by the Legislature, and not by judicial decision. The judgment concludes with an examination of the alleged irregularity in giving the evidence at the second trial in New South Wales. Their Lordships were of opinion that the evidence was improperly given, on the ground that "the most careful note must often fail to convey the evidence fully in some of its most important elements—those for which the open oral examination of the witness in the presence of prisoner, judge, and jury is so justly prized."

CONSOLIDATION OF MORTGAGES.

Beevor v. *Lawson*, V. C. W., 15 W. R. 1221, 4 L. R. Eq. 537.

If those cases only in which some new principle is enunciated, or some old principle extended or explained, were reported, our reports would be much less voluminous, but this obvious benefit would be counterbalanced by some disadvantages. Thus, no new rule is to be found in the above case, but the old rule re-asserted in it is undoubtedly often lost sight of, and, as such of our readers who will follow us in the few remarks we shall make, or will take the trouble to refer to the case themselves, will see, is one which materially affects the expediency of advancing money on second mortgages, and will therefore bear frequent repetition.

The rule, generally known as that of the consolidation of mortgages, may for our present purpose be enunciated thus:—The holder of mortgages of distinct properties made by the same mortgagor, whether such holder obtained them as original mortgagee or as transferee, may hold them until the whole sum secured has been paid, not only against the mortgagor, but against purchasers or mortgagees of the several equities of redemption in the

properties, although the mortgages to or purchases by them may have been made without notice of the mortgages on the other properties, and before the dates of some of the instruments under which the securities became united in the person claiming to consolidate them. The effect of the rule is well shown in the present case, the facts in which may be reduced into the following form, in which, for convenience of reference to the case itself, we retain the names of the parties:—Beevor held either directly, or as transferee, mortgages of several houses, which we may represent by X and Y, from the mortgagor, Thomas; and Beevor and another were also mortgagees of another house, Z, from Thomas and his partner in the building trade. Thomas then sells and conveys the equity of redemption in X to Sibson, with notice of course of the mortgages affecting that property, but without any notice of any other mortgages by Thomas. The mortgage of Z is then, with the concurrence of Thomas and his partner, transferred to Beevor. After this, the equity of redemption in Y. is sold and conveyed to Standish, who also had no notice of any of the mortgage transactions, except those affecting Y. Beevor claimed by his bill, which was for foreclosure, and was held entitled, to retain X, Y, and Z until payment of what should be found due to him on all his mortgages. An attempt was made to found a distinction between the cases of a sale and a mortgage of the equity of redemption, it being clear upon the authorities that if Sibson had been a mortgagee only, he could not have resisted Beevor's right to consolidate, but the Vice-Chancellor considered this to be quite hopeless, and in fact disposed of by the well known case of *Titley* v. *Davies*, 2 Y. & C. 399, N. It must be admitted that *White* v. *Hillaire*, 3 Y. & C. Ex. 597, looked very like an authority in favour of Sibson. The devisee of an equity of redemption in X. mortgaged an estate of his own, Y., and devised his interests in the two properties to different persons; the mortgage of Y. having taken a transfer of the mortgage of X., claimed to consolidate, but Baron Alderson refused to allow him to do so, stating apparently as the ground for his decision that such consolidation was not allowable where the equities of redemption belonged to different persons at the time when the mortgagee's title to both the estates accrued. This ground evidently is untenable, and it will be a question for future decision whether the judgment can be supported at all. It is important to notice that successive rights to redeem were given to Sibson and Standish, although claiming as purchasers of the equities of redemption of distinct properties, the rule to this effect not having been quite settled before, and the decree in *Edwards* v. *Martin*, 7 W. R. 31, Seton, p. 429, apparently making in a like case one common decree of foreclosure against all.

We do not think we should meet with much opposition if we condemned the rule of which we have just shown the effect, as harsh and inequitable. A. is offered a mortgage of an equity of redemption; he finds the property valuable, and amply sufficient to cover the first mortgage and the sum he is asked to lend, and he accordingly takes the mortgage. B., who has recklessly advanced to the same mortgagor a large sum on a quite inadequate security, pays off the first mortgagee of the other property, and retains both as a security for the whole amount due to him, thereby, it may be, ousting A. from all benefit of his mortgage. Surely there can be but one opinion that this is in principle thoroughly indefensible, however well it may be established by authority. It is quite true that it may now be said, a person buying or taking a mortgage of an equity of redemption purchases or advances his money with the knowledge that the first mortgage and a mortgage on any other property which has been or may be made by the same mortgagor, may coalesce so as to defeat his rights, but as a matter for future legislation we submit that the rule should be made more consonant with justice.

At present we can only echo the Vice-Chancellor's remark, that it is a very dangerous thing to buy equities of redemption, or to deal with them at all. A purchaser of such an interest may perhaps be able to satisfy himself that the mortgagor has not already mortgaged any other property, but he can never insure that no such mortgage shall be made after his purchase, for, even if the mortgagor has at the date of the conveyance no other property which he could mortgage, it is quite possible for him to acquire some.

Rectification of Conveyance.

Harris v. *Pepperell*, M.R., 16 W. R. 68.

Without entering into any detail upon that branch of equitable relief which relates to "mistake," and which forms a considerable section of Mr. Story's great work on Equity, we may treat it as a commonly accepted law that an error in a deed or contract whereby one party gets more than the other party ever intended him to have cannot, after the deed has been executed or the agreement concluded, be rectified at the suit of the latter, the only case for rectification being one of *communis error*, where the common intention of both parties has not been carried out. Where the instrument in which the mistake has occurred is an agreement, this rule is mitigated by another rule, that a mistake by the party against whom relief by way of specific performance is sought constitutes a good defence, and in some collateral points, such as covenants for further assurance, &c., the same protection will be available in the case of a deed, so that the person mistaken cannot be compelled to do more than he has already done, but as the estate has passed by the deed the consequences are usually more serious. Relief, of course, will be granted where the party taking the benefit knew that the other was labouring under a mistake and that the written agreement or deed did not express his real intention, but if there is no personal equity of this kind, the law will judge of the agreement between the parties exclusively from the *expressions* of their intention which are communicated between them, and will not allow one of them to say that such expressions did not accurately represent his intention. To do so would allow some of the most dangerous consequences which the rules against contradicting written instruments by parol evidence were intended to avert.

Garrard v. *Frankel*, 30 Beav. 445, has been thought to have broken in upon the above rule, but a consideration of the facts of the case will show that the decision, at any rate, is quite consistent with it. Negotiations and an agreement for a lease were made and signed between the plaintiff, as lessor, and the defendant, and throughout the rent was treated as £230 a year. In drawing up the heads of the lease the figure one was by the plaintiff's own carelessness written instead of the figure two, and in the lease drawn the rent accordingly appeared to be only £130. The evidence seems to have clearly shown that the defendant must have known that it was a mistake, and all that the case really decided is, that if there is a mistake in the expression of the agreement the Court will not hold one party to an expression of intention which the other knew to be not in accordance with the former's real intention—a proposition which we are not at all inclined to dispute. Indeed we see no reason why the defendant should have had an option of giving up the lease.

The case of *Harris* v. *Pepperell*, however, cannot so easily be explained, and the Master of the Rolls while professing to follow *Garrard* v. *Frankel* has, we fear, gone far beyond it; for we do not find either in the evidence or from the judgment that the defendant knew or, notwithstanding his denial, was held to be taken to have known the true intention of the plaintiff. If this was so, the case surely was governed by the rule we have referred to, and relief should have been refused. The two reasons given for the decision seem to be:—1, that the conveyance did not express the agreement between the parties, for whatever might have been the intention of the purchaser, the plaintiff never meant to sell the ground in

dispute; and, 2, that both parties could be replaced in their original position and sufficiently compensated in damages. As to the first, it is quite clearly opposed to the well established rule we have referred to above, which does not allow a party to prejudice another by denying that his written words expressed his intention; and, as to the second, it might perhaps be true in this particular case, where the purhcaser had not apparently taken possession of the property, but would assuredly not hold in cases of vendor and purchaser, and lessor and lessee, where the purchaser and lessee had held and acted in those positions for any length of time.

There is a case of *Alvanley* v. *Kinnaird*, 2 Mac. and G. 1, which is not unlike the present. Property was there sold in a suit without any reservation of mines, a purchaser claimed that the mines should be included in the conveyance, it being admitted that the vendors never intended that this should be so. Lord Cottenham rules distinctly that, where in a similar case, by ignorance or neglect of the vendor's agent, property not intended to be sold is included in a contract for sale with other property intended to be sold, the Court might refuse specific performance of the contract, but certainly cannot rescind it. But, the fact of the sale being by the Court giving a wider jurisdiction, the purchaser only obtained the property without the mines. In *Hamilton* v. *Board*, 2 N. R. 13, the Vice-Chancellor Stuart allowed a contract to be rescinded where the mistake was not mutual. The defendant offered to buy the growing timber on a certain plantation, at a certain sum per tree, not then knowing the number of the trees; the plaintiff, the vendor, making an estimate from a statement of the number of trees given to him by his agent in which some mistake in the figures had occurred, proposed to take a certain sum for the whole, and the proposal was accepted. Before the formal agreement was signed the agent told the purchaser that there must be some mistake as the price was far too low, and the Court, in rescinding the contract, seems to have relied on this circumstance, and on the fact that the purchaser before completion of the contract knew the exact number of trees, and that the sum fixed by the vendor was below the amount which at the defendant's own estimate, judging from his original offer, the plantation was worth. These circumstances being considered, we think that this case was also one where the purchaser might fairly be held to have had notice of the vendor's mistake. Upon the whole we are inclined to the opinion, that although to have refused relief to the plaintiff in *Harris* v. *Pepperell*, would have been hard, it must be treated as one of those hard cases which are said to make bad law.

COMMON LAW.

Estoppel in Pais.

McEvoy v. *The Drogheda Harbour Commissioners*, 16 W. R. C. P. (Ir.) 34.

No rules of law are more technical than those which relate to the doctrine of estoppel by deed. The other two kinds of estoppel,—viz., estoppel by matter of record, and estoppel in pais, are reasonable enough, and are evidently necessary to the carrying on of the business of life—consequently we observe that the doctrine of estoppel by deed has altered but little since the days of Coke, while the application of the principle of estoppel by record and by matter in pais—especially the latter—has been much extended since then. The case of *McEvoy* v. *The Drogheda Harbour Commissioners*, however, marks a point beyond which the doctrine of estoppel in pais will not be extended. An estoppel has been defined to be "a conclusive admission which cannot be denied or controverted." Such admissions may be made in three ways—by record, by deed, by matter in pais. The leading cases on estoppel in pais are *Pickard* v. *Sears* (6 A. & E. 474), and *Freeman* v. *Cook* (2 Ex. 663). In the former of these cases the rule as to what amounts to an estoppel in pais is clearly laid down: "Where one, by his words or conduct, *wilfully* causes another to believe in the existence of a certain state of things, and induces him to act on that belief so as to alter his own previous position, the former is concluded from averring against the latter a different state of things as existing at the same time." The meaning of "*wilfully*" in this passage has been explained in the judgment of *Freeman* v. *Cook*, where it is said that by the word "wilfully" "must be understood, if not that the party represents that to be true which he knows to be untrue, at least that he *means* his representation to be acted upon, and that it is acted upon accordingly, and if, whatever a man's real intention may be, he so conducts himself that a reasonable man would take the representation to be true, and believe that it was meant that he should act upon it, and did act upon it as true, the party making the representation would be equally precluded from contesting its truth." Subsequent cases have fully carried out this doctrine, and any decision which marks a limit to its application deserves attention. An estoppel in pais may be either pleaded or may be given in evidence at the trial. In *McEvoy* v. *The Drogheda Harbour Commissioners*, such an estoppel, or at least what purported to be such, was pleaded by the plaintiff in his replication, and the defendant demurred, on the ground that the facts stated did not establish any estoppel at all. The action was (so far as this point is concerned) for removing a certain embankment whereby the plaintiff's land was flooded by the water of the river Boyne. Plea, that the embankment was a merely temporary structure, erected for the convenience of the defendants, and that the plaintiff had no right to the benefit of it. Replication that the defendants, by "their conduct and acts, wilfully caused the plaintiff to believe that the said embankment was not a temporary structure . . . but that it was a permanent road and sea built wall, and erected for the purpose of keeping out the waters of the Boyne from the plaintiff's land . . . and that the defendants wilfully induced the plaintiff to act upon that belief so as seriously and materially to alter his own position, and that the defendants are estopped from averring that the embankment was only temporary. Demurrer on the ground that no estoppel appeared in the replication. The Court gave judgment in favour of the defendants, being of opinion that the facts stated in the replication did not constitute an estoppel, on the ground that *Pickard* v. *Sears* only applies where a representation is made as to an existing state of facts, and not as to what is to be the state of facts at some future time.

This is a very clear and satisfactory limitation of the doctrine laid down in *Pickard* v. *Sears*. It does not in any way conflict with that case, but only marks a point beyond which the application of the rule there laid down is not to be extended. Of course, this decision does not interfere with the right of a person to bring an action for a false representation, causing damage, if the facts are applicable to such a proceeding. There were one or two other points decided in *Mc Evoy* v. *The Drogeda &c. Commissioners*, but they are not of sufficient importance to require any comment.

COURTS.

BOW COUNTY COURT.

(Before C. J. Coleman, Esq., Deputy Judge.)

Dec. 2nd.—*Stamps on Building Societies' Leases—Cruikshank and others* v. *Lefever.*—This was a claim for £4 one quarter's rent of premises occupied by the defendant The plaintiffs were trustees of the Temperance Permanent Benefit Building Society, and the defendant the lessee of a house, of which the trustees were mortgagees in possession. The lease granted to the defendant was unstamped and the question was, whether a stamp was required to make the lease admissible in evidence.

Shaen, solicitor to the society, appeared for the plaintiffs on the hearing of the case on the 2nd of December. He referred to the Building Societies Act, 6 & 7 Will.

4, c. 32, by which the provisions of the old Friendly Societies Act, 10 Geo. 4, c. 56, were, so far as applicable, extended to building societies, and quoted the 37th section of the Friendly Societies Act, by which it is provided that no rules, letter of attorney, receipt, bond or other security to be given to or on account of any such society, or any draft or order, or form of assurance, &c., "nor any other instrument or document whatever" given in pursuance of the Act, should be liable to stamp duty. He also cited *Walker* v. *Giles*, 6 C. B. 662; *Barnard* v. *Pilsworth*, 6 C. B. 698; *Williams* v. *Hayward*, 25 L. J. Ch. 289, and *Hurn* v. *Croft*, 3 L. R. Eq. 193, and contended that the Courts had in these cases adopted the principle that the documents used by building societies are to be exempted from stamp duty in all cases where the exemption would tend to the advantage and encouragement of the societies established under these Acts. In this case, the document in question was one absolutely necessary for the ordinary transactions of the society, and very much more clearly within the rule, therefore, than the mortgage to a non-member which was held by the Vice-Chancellor Wood, in the last case cited to be exempt from stamp duty.

Hubert Wood, for the defendant, contended that as the cost of the lease is paid by the lessee, it would not be of any advantage to the society to have the leases it granted exempted from the stamp.

The Court took time to consider the case.

Dec. 20.—Mr. *Dasent* stated that Mr. Coleman had requested him to say that he felt bound to follow the decisions of the superior courts, which he considered in point, and to decide for the plaintiffs.

APPOINTMENTS.

Mr. John Rawlins Semper has been appointed Chief Justice of the islands of St. Christopher and Nevis, in the West Indies. Mr. Semper has been Queen's Counsel at Montserrat since 1844, and was also a member of the executive council of that island.

Mr. Thomas Braddell, who has for several years filled the office of Crown Counsel at Singapore under the Indian Government, has been gazetted Attorney-General of the Government of the Straits Settlements, now under the jurisdiction of the Colonial Office. Mr. Braddell was called to the bar at Gray's Inn in June 1859.

Mr. Thomas E. P. Lefroy, barrister-at-law, has been appointed by the Lord Chancellor to be Judge of County Courts (Circuit No. 55), in the room of Mr. Edward Everett, resigned. Mr. Lefroy was called to the bar at the Middle Temple in June 1844, and has practised on the Northern Circuit and at the Yorkshire Assizes, he has also for many years been Deputy Judge of the late Bloomsbury County Court.

Mr. Charles J. Wilkinson, of the Calcutta Bar, has been appointed by the Indian Government to officiate as Administrator-General of Bengal during the absence of Mr. Charles Swinton Hogg, who has been granted a furlough to Europe for eighteen months. Mr. Wilkinson was called to the bar at the Inner Temple in November 1859, and has for a few years past practised in the High Court of Calcutta.

FOREIGN TRIBUNALS & JURISPRUDENCE

AMERICA.

New York Court of Appeal.

Honeysburger v. *Second Avenue Railroad Company.*

The rule as to plaintiff's negligence applied to the case of a child six years of age.

The plaintiff sued to recover damages sustained by him in consequence of injuries inflicted on his infant son by being run over by one of the defendant's cars. The court held that the well settled rule that the person bringing an action for negligence must be free from contributing to the injury, is as applicable to a child six or seven years of age, who may bring the action, as to an adult plaintiff. The judge in charging the jury on the trial, charged them that in judging what would be negligence on the part of the boy, it was not to be understood that a child of his age (six or seven) was to be held to the same degree of caution, foresight and discretion that would be exacted from an adult.

On this charge the jury found for the defendants.

The defendants contended on appeal that the charge in this respect was erroneous

The opinion of the court was delivered by Hogeboom, J., as follows:—

The charge of the judge, as construed in the light of the evidence, must be considered as applied to a child six or seven years of age. So understood, and remembering also the fact that the father, and not the child, is the plaintiff in the action, I am of opinion that the charge was erroneous.

Even as applied to the child, if he had been plaintiff, I do not see how such a charge could be sustained, if we adhere to the case of *Hatfield* v. *Roper*, 24 Wend. 615, decided five and twenty years ago, and followed in subsequent cases.

In *Hatfield* v. *Roper*, the infant himself a child of about two year of age, was himself the plaintiff, and Justice Cowen speaking of the rule that a negligent party cannot recover damages consequent upon a collision in the highway, says; "the application may seem harsh when made to small children, as they are known to have no personal discretion. Common humanity is alive to their protection, but they are not therefore exempt from the legal rule when they bring an action for redress, and there is no other way of enforcing it except by requiring due care at the hands of those to whom the law and the necessity of the case has delegated the exercise of discretion.

An infant is not *sui juris*; he belongs to another, to whom discretion in the care of his person is exclusively confided. That person is keeper and agent for this purpose, and in respect to third persons his act must be deemed the act of the infant, his neglect the infant's neglect."

It is plain in the nature of things, that if an infant insists upon a right of action he must show a compliance with the conditions on which his right of action is to arise, and this is entirely irrespective of his age,

In *Munger* v. *Tonawanda Railroad Company*, 4 Conest, 349, Judge Huebert, in delivering the opinion of the court, while speaking of the general rule that in actions for negligence, the person bringing the action must be free from negligence, remarks as follows: "Lord Denman in *Linch* v. *Nurdin*, 1 A. & E. 29, allowed an exception in favour of plaintiff, a child seven years old, who received an injury, by getting into defendant's cart while it was carelessly left in the street. The decision, however, has not been followed in this State; but the negligence and imprudence of the parents or guardian, in allowing a child of tender years to be exposed to injury in the highway has been held to furnish the same answer to an action by the child of the negligence, or after fault of an adult plaintiff would have done in a similar case," 6 Hill 592.

If the infant had been plaintiff, and had been guilty of negligence, he could not recover under the law as it is administered in this State, and if he could not recover, this right of action is no greater than that of the infant would be, for he claims through the infant, and upon the theory that the infant is free from blame. There may be possibly some reason for saying, that as he adopts the act of the infant and seeks to derive benefit from it, he must be considered as in the place of the infant, and responsible for negligence in the same way as if he had been the party injured. But it is not necessary to decide that question. The point then to be determined is what would be the degree of care which would be required of the infant to exempt him from the imputation of negligence. I know of but one rule on the subject as the law is held with us, and I think it applies to all persons without exception, and makes no discrimination on account of age. It is that degree of care which a person of ordinary prudence would exercise in the situation supposed. There is no other safe rule. No other rule would protect the community. An infant of tender years, incapable of exercising requisite discretion is not to be permitted to occupy the highway, for the purpose of entitling himself to an action for an injury, except upon the condition of being subjected to the consequences of negligence attached to persons in general. Otherwise the tenderer the age, and the less the discretion, the more perfect and frequent the cause of action, because more easily sustained and oftener occurring. Such a rule is not capable of safe practicable enforcement.

The judgment was accordingly set aside, and a new trial ordered, the costs to follow the event.

[*Lynch* v. *Nurdin* hardly warrants the arguments which have been sometimes founded on it. And see *Atherton* v. *Mangan*, 14 W. R. 771.—Ed. S. J.]

SUPREME COURT.

Error to District Court of Philadelphia.

Earp v. *Cummins.*

Real estate broker.

The question in this case was whether Mr. Cummins, a real estate broker, was entitled to certain charges upon a certain sale of property. It appeared, upon the evidence, that the attention of the purchaser, a Mr. Young, had been first called to the property for sale, through the medium of advertisements issued by the broker, but that he declined purchasing, and that the negotiations with him then dropped; —that subsequently, the property being again recommended to him by other parties, he became the purchaser. His own evidence was to the effect that the purchase which he ultimately made was made in consequence of those recommendations, and was not induced by the influence of the brokers.

Upon the trial of the cause in the court below, the judge gave the jury *inter alia* the following directions:—"It is the sole business of the real estate broker to bring buyer and seller together;" and that the mere seeing the property in the broker's catalogue or advertisements was sufficient, provided a sale took place in consequence thereof.

Exceptions were taken to the judge's directions.

The opinion of the Court was now delivered by Woodward, C.J., as follows:—

We think the learned judge stated the rule of law too broadly in saying, "it is the sole business of the real estate broker to bring buyer and seller together." And again, "a mere seeing it (the property) in the catalogue of the broker, or in his advertisements, is sufficient, provided a sale takes place in consequence thereof." Too broadly, we mean, for the facts of this case; because, although the property was advertised by the broker, and the attention of the purchaser was first called to it in that way, yet the evidence was that he declined to purchase, and all negotiations for a sale were abandoned for several months, nor was the purchase finally made until other parties again brought the property to his notice, and then Young, the purchaser, says he bought it, not in consequence of Cummin's advertisement, but by reason of this renewed recommendation by other parties. If anybody could tell how he bought, in consequence of what cause, Young himself was the proper witness, and he swore, "I was not influenced by Mr. Cummins at all in making this purchase. I did not know him in the transaction, he had nothing to do with the purchase so far as I know."

Now, a real-estate broker is the agent of the vendee. There must be an employment to constitute him an agent, and his service as such, however slight, must be the efficient cause of the sale. If a mere introduction of the property to the notice of the buyer effects the sale, the broker earns his commission. An advertisement or any other service is enough if it be the immediate and efficient cause of the bargain. But if the services of the broker, whatever they be, fail to accomplish a sale, and several months after the proposed purchaser has decided not to by, he is induced by others persons to reconsider his resolution, and then makes the purchase as the consequence of such secondary or supervening influence, the broker has no right to a commission. In a certain sense it may be true that the purchase was in consequence of the broker's advertisement. But for that the purchaser may never have looked at the property nor entertained a thought of buying it, but the evidence in this case shows that it was at least due to another so distinct and separate a cause that it was a mistake to permit the broker to recover. The simple answer to his demand was that if the evidence was believed he did not cause the sale, that is, his agency was not the immediate and efficient cause of the sale, and law regards only proximate and not remote causes. In the language of Lord Bacon "it were infinite for the law to judge the cause of causes and their impulsions one of another, therefore it contenteth itself with the immediate cause and judgeth of acts by that without looking to any further degree." *In jure non remota causa sed proxima spectatur.*

The judgment is reversed and a *venire facias de novo* is awarded.

The Rev. Dr. Jelf has sent in his resignation of the office of Principal of King's College, London, which he has held for twenty-four years.

SOCIETIES AND INSTITUTIONS.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

THE PRINCIPLES AND POLICY OF A LAW OF PATENTS.

(*Continued.*)

We will return now to the consideration of the remaining grounds on which a patent may be sustained. A third ground is the manufacture of a new vendible substance, whether produced by a chemical or mechanical process. Hosts of inventions under this head have been patented and supported in courts of law. The Macintosh belongs to this tribe, but the patent rested on a mighty narrow base. Waterproof fabrics had been made before of dissolved india-rubber, and it had been a common practice to cement two fabrics by waterproof materials. The invention simply consisted in joining two fabrics together by means of dissolved india-rubber. The late Mr. Muntz of Birmingham had a patent for sheathing ships with copper and zinc compounded in certain proportions, 60 parts copper to 40 parts zinc; ships had been previously sheathed with copper and with zinc, and with both combined.

A fourth head is that the means of producing an improvement in an old manufacture by some new method of working, whether chemical or mechanical, are in most instances patentable. Thus, a patent was upheld for singeing off the loose fibres of lace with the flame of gas, other flames having been used before for like purposes and applied to lace, but said Lord Chief Justice Abbott "no one could know that gas would answer the purpose till he tried, and a man who tried and succeeded in so improving a manufacture is entitled to a patent." Formerly iron was manufactured by means of a blast of air at the ordinary temperature. A patent was taken out for employing hot air, and another (as previously stated) for combining the hot blast with anthracite coal.

A fifth head is, that the application of a known substance or material to a new purpose, and also the application of old machines in manufactures to which they have not before been applied when a beneficial result is obtained, may be the subject of a patent. Under this head, a patent was granted and sustained for refining sugar by causing it to be filtered through charcoal, though it was notorious that every conceivable liquid had been filtered through charcoal before the date of the patent.

Samuel Crompton, the inventor of the spinning mule, was a true and noble inventor; he had no patent for his invention. John Kay of Bury invented the fly shuttle, and was mobbed out of the country. James Hargreaves, a weaver, invented the jenny. He also was driven from his native land. It is said the working classes have made wonderful advances in intelligence and morality. Formerly they used to destroy machines, now they destroy each other. The inventors of machines suffered once, now industry is rattened, and workmen having superior skill are numbered by the subscriptions of their fellow workmen. Louis Paul invented spinning by rollers; and Highs, a reed maker at Leigh, and Kay, a clockmaker, further experimented on the roller process. Richard Arkwright was at this time a barber, and peruke maker at Bolton, not an inventor or mechanic, but sharp in a deal at a fair with the country girls for their long hair, then in great demand for perukes. Arkwright met Kay the clockmaker, and became great in adopting the invention and improvements of others. He was not scrupulous about appropriation, and he altered and combined other men's processes. He was the sort of man to build up a colossal fortune out of patents for other men's inventions.

The invention of the spinning mule by Crompton changed the entire system of cotton manufacture in this country. Arkwright visited Bolton to discover the secret, and Crompton was so beset by efforts to inspect his new wheel, that he was driven to the necessity of either destroying it or giving it to the public. He gave it to the public, and his manufacturing friends of Manchester, Bolton, &c., entered into an agreement to subscribe the several sums set opposite to their names as a reward for his improvement in spinning. The total amount of subscriptions was £67 6s. 6d. Many subscribed half a guinea who have made gigantic fortunes from this small investment, and several did not pay. When the mule was given up the subscriptions ceased, and the whole amount subscribed built Crompton a new machine with only four spindles more

than the machines he had given up: the old machine had 48 spindles the new one 52 spindles.

A Mr. Robert Peel, an eminent man of business of that day, visited Crompton's home in his absence, and, whilst Mrs. Crompton was gone for a bowl of milk for her guest, Mr. Peel took the opportunity to ask the boy where his father worked. Mr. Peel, having subscribed a guinea, had called before to see the new wheel, and brought with him several mechanics in his employment, who inspected the wheel along with Mr. Robert Peel, and were able to carry away its details in their memory. Mr. Crompton disliked this future baronet, who afterwards had and exercised an ignoble revenge by bitterly opposing the parliamentary grant to Crompton, and was the main cause of its being reduced from £20,000 to £5,000. The story of Samuel Crompton is truly a touching one. He died after a life brimfull of corrosive care and mental sorrows.

"That life was not an idle one
But iron dug from central gloom,
And heated hot with burning fears,
And dipp'd in baths of hissing tears,
And batter'd with the shocks of doom
To shape and use"

His spinning mule having been given to the public, and no patent right interfering with its development, was speedily greatly improved, but a decision of the Court of Queen's Bench against the validity of Arkwright's patents threw them also open to the public, it having been proved that the engines in question were not Arkwright's invention, but had been used by other parties before he took out his patents. The cotton manufacture received a wonderful impetus from this decision, and from the spinning mule being unfettered with patents. The figures showing this development are startling. At the end of the seventeenth century an invention was patented for making calicoes, &c., out of cotton; twenty years after this patent the cotton wool imported did not exceed 715,008 lbs. In 1728 Lewis Paul obtained his patent for spinning wool and cotton, and in 1738 a second patent. In 1764 the importation of cotton wool was 3,870,392 lbs. In 1767 Hargreaves invented the jenny, and Arkwright took the roller principle out of the hands of Highs and Kay, and completed it. The import of cotton was then about 4,000,000 lbs. From 1767 to 1780 the import increased to 6,766,613 lbs.

In 1780 Crompton's mule was given to the nation untrammelled by patent, and in eight years the import of cotton wool was increased to 32,288,186 lbs. Under the jenny and the waterframe matured, and in full operation, the increase was 76 per cent., but for a similar term of ten years, the infancy of the mule, the increase was 320 per cent. In 1856, 895,115,000 lbs. of cotton wool was spun upon 28,000,000 spindles.

There was another manufacture unprotected by patent—one of the most beautiful of the art manufactures of England, and indeed, as some think, of the world—Wedgwood ware. At the instance of his friends, but against his own mind, Wedgwood took out one patent. When patents were the subjects of conversation with his friends, Wedgwood said "he was content with the advantages he had, and better pleased to see thousands made happy and following him in the same career than he could be at any exclusive enjoyment. In Wedgwood's life, by Jewitt, there is an amusing account of a verdict against a patentee, when the learned judge addressed the audience, "Go home, potters, and make whatever kind of pots you please." It is added that the hall re-echoed with acclamations, and the strongest ebullitions of satisfaction from the potters; "and when they coomn to Boslem, aw th' bells i' Hoositon an Stooke an th' tahn wurn ringin loike hey-go-mad aw th' dey." Wedgwood relinquished his patent, "wisely considering," says Miss Meteyard in her life of Wedgwood, "that he could hold his own, and still more rightly judging that he, least of all men, who had such true opinions respecting art and its tendencies relative to civilization, should not attempt to curtail its advance by an impossible monopoly, and stultify, as it were, the growing influence of recovered antiquity. To his lasting honour, he ceased to contend as soon as his strong understanding pointed out to him that contention was unworthy." Patent laws, as well as restrictive laws of all kinds, are at best but concessions to the imperfection of human nature, and to defective education. The principle on which they rest is vicions, and the sooner they are swept from the statute book, the better for all concerned, not only as to facility of invention, but as a test of private morality and the advance of true culture.

Photography is another invention not originally protected by patent, but freely given to the world by its first discoverers, though now clogged and fettered by innumerable trumpery patents. Down to the end of the year 1859 upwards of 190 separate patents had been granted in England, and since that period the number has been enormously increased. The most important discoveries in photography have not been protected by the patent laws; thus the collodion process, a process by which nine-tenths of all the photographs in all countries are now produced, was made known freely to the public by its originator. So likewise the essential principles of all the various carbon processes of printing were announced by their discoverers without any attempt to secure their rights by patent. Daguerre, in France, and Mr. Fox Talbot, in England, each made public their independent discoveries of the daguerreotype and the talbotype. The following able remarks on this subject appeared in the *Times* Newspaper, and the argument is equally applicable to all other arts and manufactures:—

"It is becoming too much the fashion now to have patents and secret processes in photography. Every new invention, however trifling, is being protected by a patent. The great discoverers who rendered photography practicable gave it to the world free; a crowd of small followers, on the strength of small inventions, try in their own small interests to make the art a monopoly. A splendid path has been generously thrown open to them by large minded men; they come forward in the narrowest spirit to claim certain ruts in this broad road for their own. Here are certain trams which this man and that have laid down upon the road, and no one but themselves shall have a right to travel upon these trams. They forget that photography is itself free to them by the grace of their predecessors."

Sir Humphry Davy took out no patent for the safety lamp. When it was suggested to him to do so, he refused. Neither did George Stephenson, who no doubt made the discovery of the safety lamp simultaneously with Davy.

Through life the commercial success of Stephenson was not from his inventions or patents, but from his superior skill and workmanship: his work was truer, nicer, better, and therefore commanded the market. This is clearly shown in his life by Smiles. The whole of the patent law, as now administered, I contend is contrary to the letter and the spirit of the statute of James. The 'new manufactures" intended by the statute of James to be protected by patent were meant to be substantial manufactures, any great improvement in manufacture. It was never intended to apply to mere changes in form or user of minute and insignificant things.

The operation of the Patent Act of James has been extended by judicial decision infinitely beyond either the language or the intention of the Act of Parliament.

Mr. Grove, Q.C. (equally eminent as a scientific man and advocate), in his evidence before the Patent Law Commissioners, said that he would "exclude from letters patent those changes which would naturally follow in the ordinary user of machines." This would certainly exclude a great number of trivial patents which are really of no practical value, although they may be of sufficient novelty to make them good patents in law. A vast number of invalid, frivolous, and obstructive patents, are maintained simply by terror. It is worth the patentee's while to go to law, because he has the whole sale, and it may be a very lucrative affair. It is therefore a patentee's interest to spend a large sum of money to support his patent. It may be for the most trivial thing, but if it affects the boot or the shirt (for instance) of every booted and shirted person in England, or the drain of every householder, it might be a highly profitable patent, and so worth the patentee's while to spend an amount of money to maintain it quite incredible in ordinary litigation. On the other hand, the opponent of such a patent has comparatively but a very small interest in opposing it. The patentee has his whole stake consolidated in his patent, whilst the public is a scattered body, not one of whom has sufficient interest to meet with equal force the patentee.

No one can doubt, who follows the course of the examination of the Commissioners, and, indeed, their report, that the most eminent members of that Commission (not personally interested in patents) were opposed altogether to a patent law, but feel themselves restricted against reporting to that effect by the terms of the commission; but it is to be regretted they did not recommend that the question of the triviality of a patent was one which should be left to the decision of a jury. It would not be more difficult, indeed it would be easier, to try the question of the triviality of a patent, than it is to decide, as at present, the novelty or utility of an invention. Of all the proposals for remedying in some measure the evils

of patents to the community, this one of allowing a jury to decide on questions of triviality would be the most important and useful. It would get rid of nine-tenths of the imposture of patents, the host of frivolous, worthless, useless, or contemptible patents, by which the whole of the community — producers, retailers, and consumers — are so grievously injured.

Perhaps Mr. Butler went too far when he wrote:

> "All the inventions that the world contains
> Were not by reason first found out, nor brains;
> But pass for theirs who had the luck to light
> Upon them by mistake or oversight."

And, indeed, reason might often be more modest when considering what is done by instinct. Swift instinct leaps where slow reason feebly climbs—

> "The spider's touch, how exquisitely fine!
> Feels at each thread, and lives along the line.
> In the nice bee what sense so subtly true,
> From poisonous herbs extracts the healing dew."

The Duke of Somerset, in his evidence as to the Navy, and the War Authorities as to the Army, given before the Patent Commissioners, show in very plain terms the state to which the defence of the country has been reduced by patents. It is impossible to conceive the mischievous state of things as to ships, their build, their equipment, their armament, their propulsion, caused by patents. There is nothing connected with a ship which is not trammelled with a multitude of patents. The Duke of Somerset stated that instead of the patent laws encouraging inventions, it was a great discouragement to inventions. His Grace proved that the Admiralty was stopped at every turn by somebody's patent. "Patents," he added, "drawn up for that especial purpose, without any idea of being practically applied for the benefit of the public; but only that the patentee may be in wait for a colourable evasion of his patent taking place, and come upon a public department." And Mr. Clode, the Solicitor to the War Department, gave evidence "of the worthlessness of the great majority of the so-called inventions patented; and of the small proportion which really new discoveries or appliances bear to those which are only supposed to be new by ignorant or interested parties."

In the introduction to the abridgments of the specification relating to fire arms, it is stated that from the year 1617 to 1852, a period of 235 years, not more than 300 patents were granted for inventions relating to fire-arms; since then 600 have been granted in seven years, from 1852 to 1859 only, and of them it may be safely stated that five-sixths of the applications related to old contrivances which have been patented over and over again. Government has cut this Gordian knot by getting a decision of the Court of Queen's Bench that the Crown was not bound by its own letters patent. But, in truth, this paralysis from the operation of patents applies to all manufactures, as well as to ships, arms, and munitions of war. It is said that there are 400 patents relating to the manufacture of sugar alone, and that only about half-a-dozen of them were real inventions. If the patent rights were rigidly enforced, the manufacture of sugar must stop. A very large proportion of patents are useless, another great portion are invalid; and these invalid patents are often worked most oppressively. A patent may be utterly bad. The patentee picks out his man, commences an action, or, more alarming still to most men, files a bill in chancery, and then brings every possible influence to bear to make him succumb and pay a royalty, succeeds, and then every man in the trade agrees to pay rather than litigate. The number of worthless patents exceeds all belief, and so does the gullibility of the human race. That is an unknown quantity. The amount of cash which schemers, speculators, projectors, and inventors, gull from not only the credulous, but from shrewd, clever, close, wary men of business, is incalculable.

Speculators trading for their own profit on the capital and at the risk of others—free to take any amount of profits if successful, but not liable to pay their debts or perform their contracts if unsuccessful, have had a harvest indeed out of the vicious protection of limited liability, but even with 5,000 defunct limited liability companies it may well be doubted whether anything like the same amount of money has been extorted from the public, as by the projectors and speculators in patent inventions, as the late lamented Mr. Thomas Hood observed—

> "A certain portion of the human race
> Has certainly a taste for being diddled.
> Witness the famous Mississippi dreams!
> A rage that time seems only to redouble—
> The banks, joint-stocks, and all the flimsy schemes.
> For rolling in pactolian streams
> That cost our modern rogues so little trouble.
> No matter what, to pasture cows on stubble,
> To twist sea sand into a solid rope,
> To make French bricks and fancy bread of rubble
> Or light with gas the whole celestial cope,
> Only propose to blow a bubble!
> And, Lord! what hundreds will subscribe for soap."

There is one further objection to patents, and that is the exorbitant profits made by patentees (who are more often assignees than inventors). In one case a patentee is said to be drawing £400,000 per annum from a patent, the description of which it is alleged may be found in exact and literal terms in a book published more than 200 years ago. Another is stated to be in receipt of £50,000 a-year, for a patent for an invention discovered by pure accident when the patentee was in search of a totally different article from the one discovered.

Sir William Armstrong (who, you are all doubtless aware, was at one time a practising solicitor), gave most important evidence before the Patent Law Commissioners.

In mental capacity Sir William Armstrong appears to have been inmeasurably the most able of the witnesses examined; and his opinions are expressed in the strongest possible terms against the principle and practice of a patent law.

The following summary of his opinions is extracted from the report of the evidence in his own words:—he doubts the reality of any such thing as pure invention at the present day, everything is pure adaptation. Very many inventions, in fact the great majority of inventions, are the result of pure accident; if you let them alone they will turn up of themselves. There is no reason to adopt a system of monopoly for the purpose of eliciting them; there is very little necessity to stimulate invention. Absolute discoveries are very rare things, nearly all inventions are the result of one improvement, built up upon a preceding one. A poor man, who has the ability to make really practical improvements, is almost sure to rise in the world without the aid of patents. Wherever a man really shows aptitude for invention and general cleverness in these things, he naturally gets on in the world and he has generally quite sufficient reward. The mere conception of primary ideas in invention is not a matter involving much labour, and it is not a thing as a rule demanding a large reward.

Sir William Armstrong was asked by one of the Commissioners, Mr. Fairbairn, "How would you give rewards to inventors in the absence of a patent law?" Sir William Armstrong replied "If the country would expend in direct rewards a tithe of what is paid for patent licenses and patent expenses, there would be ample provision for the purpose." If you let the whole thing alone the position which a man attains—the introduction and the prestige and the natural advantages which result from a successful invention and from the reputation which he gains as a clever and able man, will almost always bring with them a sufficient reward.

Amongst other grievances Sir William Armstrong complained of, was the necessity he was under of taking out patents, not for the purpose of obtaining for himself a monopoly, but simply for the purpose of preventing other persons from excluding him from his own inventions. If he brought forward an invention and did not patent it, another person patenting an improvement upon that invention really appropriates the whole invention, because no person would take the original invention without the improvement. No one attempts to improve a patented machine, because the patentee would take all the benefit; an invention is swept away by another sticking an improvement upon it. The vast number of patents now granted, does create a serious obstruction to the convenient progress of invention which would follow the advance of human ingenuity without getting patent rights; he had many times found it necessary to desist from following up ideas of improvement, in consequence of the existence of a patent which would have absorbed such improvements when brought to maturity. The ground is so occupied by patentees, and there is so much uncertainty as to what patents are valid, and what are invalid, that it is difficult to find a spot to work upon without risk of interference—a very great number of inventions which have remained inoperative for years and years would have been brought to perfection very much sooner, if it had been open to all the intellects of the country to grapple with the difficulties of them. The cases are still more numerous in which the existence of a monopoly simply has the effect of deterring other persons from following up that particular line of improvement.

From the report of the Commissioners on patent law it appears that the provisional protections annually granted amount to 3,000, the patents sealed exceed 2,000; and it is worthy of notice, that two-thirds of the patents granted, become void at the expiration of the third year, and less than one-tenth are continued beyond the seventh year.

The result of the inquiry showed that the evils arising from the multiplicity of patent monopolies are—1st. The existence of a number of patents for alleged inventions of a trivial character. 2nd. The granting of patents for inventions which are either old or practically useless. 3rd. The employment of such patents by the patentees only to embarrass rival manufacturers. 4th. That monopoly, instead of being a stimulus to invention, obstructs instead of aiding the progress and improvements of arts and manufactures. 5th. The Commissioners state that the majority of witnesses decidedly affirm the existence of practical inconvenience from the multiplicity of patents. "The existence of these monopolies embarrasses the trade of a considerable class of persons, artizans, small tradesmen, and others who cannot afford to face the expense of litigation, however weak the case against them may be; and the Commissioners state that a still stronger case is made out as to the existence of obstructive patents and the inconvenience caused thereby to manufacturers directly and through them to the public. Particular manufactures and branches of invention are blocked up by patents. Inventors are deterred from improvement, the manufacturer is hampered by owners of worthless patents, whom it is generally more convenient to buy off than to resist.

This evil results in another—combination to buy up all patents relating to particular trades. In my opinion the evils of the present system of patents are incurable. The palliatives which have been suggested are untenable. Any preliminary investigation into the novelty and utility of an invention before the grant of a patent, which should thereupon be perfect and not open to dispute, we have shown to be utterly impracticable.

As to making licences compulsory the Commissioners state in their report that no rule can be laid down for estimating the value of a patent, or the amount of charge which may be reasonably imposed on those using it. Neither precedent nor custom nor fixed rule of any kind could be appealed to on either side.

There remains only to consider the tribunal for trying patent rights.

There is no doubt a chorus of dissatisfaction with the present mode of trying questions of patent right; but when the evidence is examined, it amounts to nothing more than general objections, which unhappily apply to all trials and all tribunals where the amounts at stake are large, and the funds on both sides often unlimited. An inquiry into the novelty and utility of a profitable patent is likely to be long and costly. It extends into all the realms of invention, here and everywhere, to prove or disprove novelty in an invention, and includes all the flights of imagination of an array of counsel and scientific witnesses (who are practically counsel under another name, lavishly paid for special knowledge), as to whether an invention with novelty combines utility. But we have constantly causes other than patent cases occupying many days. Palmer's trial for murder occupied twelve days. An action lately tried against an attorney for negligence lasted ten days. When professional men allege the miscarriage of justice, in particular cases with which they are personally associated, their complaints are often unintelligible. If the whole case were truly disclosed, it would probably be found that they had a very bad cause, or a good one which they had badly managed. The evidence of the witnesses examined before the Commission is quite comic in suggestions for the alteration of the tribunals. The witnesses who begin with complaining of the costs and the delay, almost invariably end by suggestions for increasing both. Some want to add paid scientific assessors to the tribunal, the expense to be added to the costs, and paid by the unsuccessful party. To a witness who proposed this, the Chairman of the Patent Law Commissioners, Lord Stanley, put the following awkward question: "As I understand your proposition, the assessor, who is conceived to know most of the scientific bearings of the case, is to instruct the judge, the judge, who knows less of them, is to instruct the jury, and the jury, who knows least of them, is finally to decide the matter?" A summing-up of the merits of the suggestion to which little need be added. The following are the opinions of two scientific witnesses of the largest experience, against the proposal to add scientific assessors to the tribunal. Mr. Spence, in his treatise on Scientific Evidence, quotes the following opinion of Mr. Carpmael: "I should be sorry to see the day when scientific men should be made judges in place of witnesses. I am a scientific man myself, and I have been engaged, I believe, with only one or two exceptions, in all the cases that have taken place during the last fifteen years; and I should be sorry to find myself applied to as a judge, to decide, first, whether a patent should be taken out; and secondly, whether, a patent being taken out, that of A, B, or C was an infringement upon it or not. I am quite sure that there is a predisposition in the minds of scientific men in the particular manufacture in which they have been engaged, that prevents them from judging fairly when they hear the evidence of other scientific men. But when we come before a judge, particularly one who has had the opportunity that I have before spoken of with reference to the Attorney and Solicitor-General, and a jury totally unacquainted with the matter, and we have witnesses both for and against examined, a judge and jury will in every case decide well. Such certainly has been the result heretofore. I can say this, that if there are defects in the decisions of judges and juries, there would be greater if scientific or legal commissioners were resorted to."

And Mr. Spence adds the following as his own opinion: "Notwithstanding the repeated attacks, extending over a long series of years, upon the constitution of the existing tribunals for patent causes, no better tribunal has yet been found; and I am deeply sensible of the truth of Mr. Carpmael's allusion, in a former part of his evidence, to the admirable decisions we have in the books upon patent cases and which are cited in all parts of the world." "Those judges who have passed through the office of Attorney-General are spoken of by Mr. Carpmael as being peculiarly qualified to try patent causes. They have, by their practice in relation to patents during their holding of this office, gone through a kind of special training for their subsequent duties as judgos in such causes. Having had to try points of identity between different inventions, they become thereby prepared to deal with other points arising in patent causes."

One witness examined before the Patent Law Commissioners proposed, as his notion of diminishing the costs of the trial of patent cases, to have a special jury, each of them to be paid ten guineas a day. Another wanted to abolish the jury altogether, although he admitted he never knew but one case in which the parties themselves having the option dispensed with the jury. There is in fact a delusion about patent cases, that they are so intricate they require a special tribunal to decide them. Patent cases in truth mostly resolve themselves into very simple questions of fact which the ordinary tribunals of the country are perfectly competent to deal with. The most important chemical patent cases of late years have been Hill's Gas Purifying, Young's Paraffin Oil, Simpson's Magenta, Betts' Capsules. There was nothing in any one of these cases but what the tribunals before whom they were heard were quite competent to master. The points raised in all these cases were eventually very simple questions of fact upon which the decisions were founded. The Commissioners report that the objections to a special court are various and and strong, and there are some cogent observations on the subject of the constitution of the court for the trial of patent cases addressed to the Commissioners by the Right Honourable Sir William Erle, which will be found in the appendix to their report. It need scarcely be added that his lordship's observations are admirably expressed, and they are strongly opposed to the institution of a special tribunal for the trial of patent cases. His lordship objects that the severed department of law would be subject during a judicial life to the control of one mind sitting alone without the advantage of healthful collision with other minds equal in judicial degree, and there would be no rotation of judges enabling the suitors to exercise some degree of choice. Although there may be now a delay of other causes by protracted trials of patent cases, still the remedy, by eliminating for future times cases involving questions of science from the jurisdiction of the superior courts would introduce a great evil. The judges of the superior courts have to decide on every interest depending on rights either to property or to personal security and are presumed to be competent to perform every part of this duty. An alteration of an ancient institution sanctioned by experience, on account of any peculiarities in respect either of the quantity or the subjects of litigation prevalent at a particular period, would be to sacrifice the permanent to the ephemeral. The courts at present established are probably sufficient for all real litigations; their time is sometimes consumed by actions which either ought not

to be brought, or to be brought elsewhere. This might be checked. It may be that other relief is required to dispose of the increase of litigation, but the objections to an appropriation of one branch of the law to an isolated judge for life appear to be grave; alterations of legal tribunals and procedure ought to be made with more than ordinary care.

Men of little experience have no conception of the change which may be made in the whole course of litigation by what appears to be a very slight alteration: for instance, changing the person who had the right to begin and reply in actions of *scire facias* to repeal patents totally altered the whole course of the decisions in patent cases. Before the Patent Law of 1852 the person who wished to repeal a patent by *scire facias* had to begin. The patentee then answered the case made against his patent and the opponent of the patent had the last word. With this state of the law no patent escaped repeal. After the Patent Law of 1852, the course of legal procedure was altered, and the patentee had the right to begin and the right to reply, and thereupon the whole current of decision changed the other way, and very few patents have been repealed. Here you have this most remarkable fact, that by what would appear to an inexperienced person to be a most immaterial thing, the whole course of law has been changed; that when the opponents of patents had the right to begin and reply, patents were always upset, and since the patentees have had the first and last word, they have always succeeded in maintaining their patents.

To conclude, we have now got to that stage in the history of patents when every manufacture is blocked up with patent rights, when by patents the State is injured—prices are largely increased, improvements are trammelled not stimulated, interminable litigation ensues, and when speculators, projectors, and capitalists trading and dealing in patents have become a nuisance to the community, when, monopoly having outlived its usefulness, if it ever had any, should be abolished.

OBITUARY.

MR. C. R. KENNEDY.

Mr. Charles Rann Kennedy, barrister-at-law, who appeared prominently before the public in connexion with the *Swinfen case*, died recently at Birmingham, in very reduced circumstances. The deceased gentleman was the son of the Rev. Rann Kennedy, M.A., who had the reputation of considerable literary taste in his day. Mr. Kennedy was born in 1808, in the town in which fifty-nine years later he breathered his last. In 1827 he entered Trinity College, Cambridge, as exhibitioner of King Edward's School, Birmingham. He came of a family whose members have greatly distinguished themselves in classical studies. He himself was senior classic in 1831, and afterwards became a fellow of Trinity College. He was called to the bar at Lincoln's Inn, in November 1835, and was formerly a member of the Home Circuit.

His name was before the public a few years ago in connection with the litigation which he maintained against Mrs. Swinfen, to recover a large sum for professional services rendered to that lady by means of which she was placed in possession of her father-in-law's estates in Staffordshire. Mr. Kennedy argued his own case with great abilily, but the Court ruled that he could not maintain a suit for professional remuneration. Since then he had lived in comparative retirement.

LAW STUDENTS' JOURNAL.

HILARY EDUCATIONAL TERM, 1868.

PROSPECTUS OF THE LECTURES to be delivered during the ensuing Educational Term, by the several Readers appointed by the Inns of Court.

CONSTITUTIONAL LAW AND LEGAL HISTORY.

The Reader on Constitutional Law and Legal History will, in the course of the ensuing educational term, deliver six public lectures on "The History of the English Constitution and English Law from the meeting of the Long Parliament to the Restoration."

With his private class the Reader proposes to go through the principal Statutes, State Trials, Cases, and State Documents, illustrating the History of the English Constitution and English Law, from the Restoration to the Revolution of 1688.

He will use Hallam's Constitutional History and Broom's Constitutional Law as his principal text-books.

EQUITY.

The Reader on Equity proposes to deliver, during the ensuing educational term, two courses of public lectures (there being six lectures in each course) on the following subjects:—

An Elementary Course.

I.—On Trusts in General. Uses of Land. Statute of Uses. Trusts of Land.
II.—Creation of Express Trusts. Statute of Frauds. Performance of Trusts. Trusts for Creditors.
III.—Incidents of Trust Estates.
IV.—On the Duties and Liabilities of Trustees. Remedies for Breaches of Trust.
V.—On the Principles of Equity Pleading.

An Advanced Course.

I.—On Relief in Equity against Mistake.
II.—On Implied and Constructive Trusts.

In the elementary private class, the subjects discussed will be—Suits for the Specific Performance of Agreements. A Wife's Equity to a Settlement.

In the advanced private class, the lectures will comprehend—The Jurisdiction of Equity in matters of Account and Partnership. Pleading and Evidence in Courts of Equity.

THE LAW OF REAL PROPERTY, &c.

The Reader on the Law of Real Property, &c., proposes to deliver, in the ensuing educational term, two courses of public lectures (there being six lectures in each course), on the following subjects:—

Elementary Course.

I.—On Conditions of Sale, and the Judicial Construction of the Clauses usually inserted on a Sale by Auction of Freeholds.
II.—On Agreements for the Sale of Real Estate, and the Consequences thereof.
III.—On Bills of Sale.

Advanced Course.

I.—On Marriage and Voluntary Settlements, continued from last Term's lectures on the same subject.
II.—On the Title to Fixtures, as between the Owner's Real and Personal Representatives, Landlord and Tenant, Tenant for Life, and Remainder Man, Grantor and Grantee.

In the elementary private classes the Reader will continue his course of Real Property Law, using as a text-book Mr. Joshua Williams's "Principles of the Law of Real Property; and in his advanced private classes he will examine and discuss the principal Real Property Statutes of the present reign.

JURISPRUDENCE, CIVIL, AND INTERNATIONAL LAW.

The Reader on Jurisprudence, Civil, and International Law proposes, in the ensuing educational Term, to deliver six lectures on the following subjects:—

I.—The Roman Idea of Dominion, and the origin of the Distinction between Legal and Equitable Ownership.
II.—The Modes of Acquiring Property by the Roman, French, and English Law.
III.—The Comparison of the Roman and French Law respecting the Transfer of Property, with the English Law upon the same Subject.
IV.—The Historical Development of the Doctrines in International Law, with respect to the Right of Search.

In his private class the Reader will consider the Roman Law of Property, using Sandar's Edition of the Institutes of Justinian, and the Systema Juris Romani of Mackeldey as Text-books, and contrast it with the English and French Law upon the same heads.

The Reader, in his private class, will also discuss points of International Law with respect to "Nations and Sovereign States," as subjects of International Law, using the work of Wheaton as the text-book, and referring to the works of the principal modern Jurists, the decision of the Admiralty and Prize Courts of England and America, the Debates in Parliament, and State Papers relating to the matters under discussion.

COMMON LAW.

The Reader on Common Law proposes to deliver, during

the ensuing term, two courses (of six public lectures each), on the following subjects :—

Elementary Course.

I.—A general view of our law merchant.
II.—Mercantile instruments.
III.—Mercantile remedies.
IV.—Proofs and evidence in mercantile cases.

Advanced Course.

I.—The law of bailments, so far as it concerns land carriers of goods or passengers.
II.—The law of agency, so far as it concerns railway companies.
III.—Proofs, evidence, and the measure of damages, especially under Lord Campbell's Act (9 & 10 Vict. c. 93), in actions against railway companies.

With his private class the Reader will examine and exemplify, by reported cases, the subjects above-mentioned, especially directing attention to the mode of proving documents and contracts, and generally of conducting a case at *Nisi Prius*.

The under-mentioned Books will be referred to :—

Elementary Class.—Broom's Commentaries (3rd ed.), Smith's Mercantile Law, and Roscoe on Evidence at *Nisi Prius*.

Advanced Class.— Chitty on Contracts (last ed.), and Taylor on Evidence (4th ed.)

Table of the days and hours for the delivery of the public lectures by the Readers appointed by the Inns of Court, and for the attendance of the private classes.

Readers—Inn of Court.	Days and Hours of Meetings. Public Lectures.	Private Classes.
Constitutional Law and Legal History, Thomas Collett Sanders, Esq. Lincoln's Inn Hall. Private Class, Benchers' Reading Room.	Wednesdays, 2 p.m. First Lecture, 15th January.	Tuesd., Thursd., & Satrd. 10 a.m. First Class, 16th January.
Equity, William Lloyd Birkbeck, Esq. Lincoln's Inn Hall. Private Class, Benchers' Reading Room.	Thursdays, Elementary Lecture, 2 p.m. Advanced Lecture, 3 p.m. First Lecture, 16th January.	Mond., ¾ past 3 & ¼ past 4 p.m. Wedn. & Frid. ¼ past 3 & ¼ past 4 p.m. First Class, 17th January.
Real Property, &c. Frederick Prideaux, Esq. Gray's Inn Hall. Private Class, North Library.	Tuesdays, Elementary Lecture, 2 p.m. Advanced Lecture, 3 p.m. First Lecture, 14th January.	Mond., Wedn., & Frid. ¼ to 12 a.m. & ¼ to 1 p.m. First Class, 15th January.
Civil Law, &c., Joseph Sharpe, Esq., LL.D. Middle Temple Hall. Private Class, Middle Temple Library.	Fridays, 2 p.m. First Lecture, 17th January.	Tuesd., Thursd., & Satrd. ¼ to 4 p.m. First Class, 18th January.
Common Law, Herbert Broom, Esq., LL.D. Inner Temple Hall. Private Class, Inner Temple Hall.	Mondays, Elementary Lecture, 2 p.m. Advanced Lecture, 3 p.m. First Lecture, 14th January.	Tuesd., Thursd., & Satrd. ¼ to 12 a.m. & ¼ to 1 p.m. First Class, 14th January.

Notes.—The educational term commences on the 11th January, and ends on the 30th March.

The first public lecture of this course will be delivered by the Reader on the Common Law, on Monday, the 13th January, at 2 p.m.

The first meeting of each private class will take place on the usual morning or evening of meeting next after the first public lecture on the same subject.

Students who have been unable to attend a lecture or class of either of the Readers, and desire dispensation as a qualification for call to the bar, should make application, with an explanation of the cause of such absence, in writing, to the Reader, during the course, or immediately after the delivery of the last public lecture of the course; and the Reader's report thereon, together with the application, will be forwarded to the Council of Legal Education, who alone have the power of granting dispensation.

The council have resolved that in no case shall students be allowed to change from the elementary to the advanced courses of lectures and classes, or *vice versâ*, while qualifying for call to the bar, or for the examinations on the subjects of lectures and classes.

COURT PAPERS.

COURT OF QUEEN'S BENCH.

Sittings at Nisi Prius in Middlesex and London, before the Right Hon. Sir Alexander E. Cockburn, Bart., Lord Chief Justice of her Majesty's Court of Queen's Bench, in and after Hilary Term, 1868.

In Term.

Middlesex.		Middlesex.	
Monday	Jan. 13	Thursday	Jan. 23
Friday	Jan. 17		

There will not be any sittings during term in London.

After Term.

Middlesex.		London.	
Saturday	Feb. 1	Saturday	Feb. 15

The Court will sit at ten o'clock every day.

COMMON PLEAS.

Sittings at Nisi Prius in Middlesex and London before the Right Hon. Sir William Bovill, Knt., Lord Chief Justice of her Majesty's Court of Common Pleas, in and after Hilary Term, 1868.

In Term.

Middlesex.		Middlesex.	
Monday	Jan. 13	Monday	Jan. 27
Monday	,, 20		

The Court will not sit during term in London.

After Term.

Middlesex.		London.	
Saturday	Feb. 1	Thursday	Feb. 13

The Court will sit during and after term at ten o'clock.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

Last Quotation, Dec 27, 1867.

[*From the Official List of the actual business transacted.*]

GOVERNMENT FUNDS.

3 per Cent. Consols, 92½	Annuities, April, '85
Ditto for Account, 92⅝	Do. (Red Sea T.) Aug. 1908 20½
3 per Cent. Reduced, 92⅛	Ex Bills, £1000, per Ct. 28
New 3 per Cent., 92¼	Ditto, £500, Do 29
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 29 pm
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 5½ per Ct. (last half-year) 241
Do. 5 per Cent., Jan. '72 102	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74,	Ind. Enf. Pr., 5 p C., Jan. '72, 103
Ditto for Account	Ditto, 5½ per Cent., May, '79, 109
Ditto 5 per Cent., July, '80 11 1½	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 105½
Ditto 4 per Cent., Oct. '88 100⅝	Do. Bonds, 5 per Ct., £1000, 40 pm
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, — pm
Ditto Enfaced Ppr., 4 per Cent. 87½	

RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	83
Stock	Caledonian	100	73½
Stock	Glasgow and South-Western	100	97
Stock	Great Eastern Ordinary Stock	100	31½
Stock	Do., East Anglian Stock, No. 3	100	7
Stock	Great Northern	100	108½
Stock	Do., A Stock*	100	111
Stock	Great Southern and Western of Ireland	100	58
Stock	Great Western—Original	100	44½
Stock	Do., West Midland—Oxford	100	30
Stock	Do., do.—Newport	100	31
Stock	Lancashire and Yorkshire	100	121½
Stock	London, Brighton, and South Coast	100	80½
Stock	London, Chatham, and Dover	100	13½
Stock	London and North-Western	100	113½
Stock	London and South-Western	100	77
Stock	Manchester, Sheffield, and Lincoln	100	45⅝
Stock	Metropolitan	100	115½
Stock	Midland	100	102
Stock	Do., Birmingham and Derby	100	72
Stock	North British	100	34
Stock	North London	100	115
10	Do., 1866	5	6½
Stock	North Staffordshire	100	61
Stock	South Devon	100	44
Stock	South-Eastern	100	67½
Stock	Taff Vale	100	150
10	Do., C	—	—

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

Thursday Night.

Christmas week is never a week of much activity in the City, and this year it has been one of unusual stagnation. In the early part of the week, the prices of all funds both home and foreign were much depressed owing to unfavourable rumours from abroad, and the lowness of prices on the Paris Bourse. And after the interval of two holidays the same influences continue in operation. The recent announcement of the Midland Directors continues to exercise a most unfavourable influence upon all railway securities.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

HAZLITT—On Dec. 19, at Addison-road, Kensington, the wife of W. Carew Hazlitt, Esq., Barrister-at-Law, of a son.

MARRIAGES.

FLOOK—EVANS—On Dec. 19, at Clevedon, W. L. Flook, Esq., Solicitor, Bristol, to Clarissa M., daughter of the late Mr. J. M. Evans, of St. John's Lodge, Clapham-rise, Surrey.

HUNTER—WELLS—On Dec. 19, at St. Andrew's Church, Wells-street, Henry J. Hunter, Esq., Barrister-at-Law, of Gray's-inn, to Louisa Mary, daughter of J. J. Wells, Esq., of Lansdown-place.

DEATHS.

MORGAN—On Dec. 18, aged 47, at Worcester-lawn, Clifton, J. F. Morgan, Esq., Barrister-at-Law.

PEDLEY—On Dec. 18, aged 36, at St. Leonard's-on-Sea, Joseph Pedley, Esq., of Field-house, Tottenham, and Lincoln's-inn.

LONDON GAZETTES.

Winding-up of Joint Stock Companies

FRIDAY, Dec. 20, 1867.

LIMITED IN CHANCERY.

Landshipping Colliery Company, Milford Haven (Limited).—Vice-Chancellor Malins, has by an order dated Nov 18, appointed Henry Chatteris, Gresham-buildings, Basinghall-st, to be Official Liquidator.

Landshipping Colliery Company, Milford Haven (Limited).—Creditors are required on or before Jan 16, to send their names and addresses and the particulars of their debts or claims to Henry Chatteris, of Gresham-bldgs, Basinghall-st. Monday, Jan 27 at 12, is appointed for hearing and adjudicating upon the debts and claims.

London Discount Company (Limited).—Creditors are required on or before Jan 18, to send their names and addresses, and the particulars of their debts or claims, to Messrs. Blenkin & Co, Old Jewry-chambers, Old Jewry. Friday, Jan 31 at 12, is appointed for hearing and adjudicating upon the debts and claims.

TUESDAY, Dec. 24, 1867.

LIMITED IN CHANCERY.

County and General Gas Consumers Company (Limited).—Petition for winding up, presented Dec 20, directed to be heard before Vice-Chancellor Malins, on Monday, Jan 13. Peckham, Gt Knight Rider-st, Doctors' Commons, solicitor for the petitioner.

Moore, McQueen, & Company (Limited).—The Master of the Rolls has by an order dated Dec 14, ordered that the winding up of this company be continued, and it was ordered that William Agnew, Richard Lloyd, Thomas McLean, & Lewis Pocock, be appointed provisionally Official Liquidators. Stevens & Wilkinson, Nicholas-lane, Lombard-st, solicitors for the company.

Western Insurance Company (Limited).—Petition for winding-up, presented Dec 6, directed to be heard before the Master of the Rolls on Jan 25. Lewis & Co, Old Jewry, solicitors for the petitioner.

Wallachian Petroleum Company (Limited).—Vice-Chancellor Malins has, by an order dated Nov 22, ordered that the voluntary winding up of the above company be continued. Ashurst & Co, Old Jewry, solicitors for the petitioners.

UNLIMITED IN CHANCERY.

Wolverhampton and Midland Counties Second Freeholders' Permanent Benefit Building Society.—Petition for winding up, presented Dec 20, directed to be heard before Vice-Chancellor Stuart on Jan 17. Wilkins & Co, St Swithin's-lane, solicitors for the petitioners.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Dec. 20, 1867.

Tagg, Abraham, Hilcote, Derby, Farmer. Jan 28. Hadfield v Adlington, V. C. Stuart.

Ward, John Egerton, Congleton, Chester, Solicitor. Jan 16. Ford v Ford, M. R.

TUESDAY, Dec. 24, 1867.

Akers, Wm, Ruscoe, York, Yeoman. Jan 7. Foster v Akers, V.C. Stuart.

Drury, Wm John, Husbands Bosworth, Leicester, Accountant. Jan 16. Brown v Drury, M. R.

Hannaford, Mary, Shepherd's Bush, Widow. Jan 20. Hannaford v Hannaford, V.C. Stuart.

Kershaw, Robt, Rochdale, Lancaster, Woollen Manufacturer. Jan 21. Kershaw v Kershaw, V.C. Malins.

Marler, Robt, Aston, nr Birm, Gent. Jan 17. Jennings v Harrison, M. R.

Morgan, John, Bedminster, Bristol, Gent. Feb 6. Griffin v Morgan, V.C. Stuart.

Seymer, Jas, East Stoke, Dorset, Miller. Jan 10. Talbot v Marshfield, V.C. Malins.

Vallentin, Isaac Gottlieb, Cullum-st, Merchant. April 19. Thurn v Bechmann, M.R.

Vaughan, Saml, Stourport, Worcester, Innkeeper. Jan 6. Vaughan v Baldwin, V.C. Malins.

Wrench, Matilda, Oban, Argyle, Spinster. Jan 20. Wrench v Wynne, V.C. Malins.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Dec. 20, 1867.

Allen, Eliza, Boston, Lincoln, Spinster. Feb 27. Staniland & Wigelsworth, Boston.

Allen, Peter, Royal-cres, Notting-hill, Gent. Jan 31, Edwards & Co, Ely-pl, Holborn.

Bavey, Lydia Eliz, St Mary-at-Hill, Coffee House-keeper. Feb 18. Parker & Co, Bedford-row.

Betts, Wm, Sandown, Kent, Esq. Jan 10. Sharpe & Co, Southampton.

Beverley, Wm, Leeds, Esq. Jan 9. Hopps, Leeds.

Bushby, Joseph, Halkin-st, Grosvenor-pl, West India Merchant, March 1. Rivington, Fenchurch-bldgs.

Caddick, John, Newcastle-under-Lyme, Stafford, Chemist. Jan 31 White & Sons, Bedford-row.

Colyer, Joseph, Leman-st, Goodman's-fields, Cooper. Jan 31. Baddeley & Sons, Leman-st, Goodman's-fields.

Gearing, Richd, Berks, Sutton Courtney, Maltster. March 14. Godfrey, Abingdon.

Greville, Richd, Milford, Surrey, Esq. Feb 1. J. & M. Pontifex, St Andrew's-ct, Holborn.

Harrop, Jonah, Ashton-under-Lyne, Lancaster, Esq. Feb 20. Earle & Co, Manch.

Jackson, Martha, Plainmoor, nr Torquay, Devon, Widow. Feb 20. Earle & Co, Manch.

James, Thos Horton, Castle-rd, Kentish-town. Feb 29. Johnson, Lincoln's-inn-fields.

Kempson, John, Birchyfield, Worcester, Esq. Feb 1. Browning, Austin-friars.

Kitson, Mary, Leeds, Widow. Jan 7. Hopps, Leeds.

Luck, Fanny, Lavender-hill, nr Tonbridge, Kent, Widow. Feb 4 Futvoye & Flower, John-st, Bedford-row.

McLeod, Geo Dean, Warrington-st, Oakley-sq, Gent. Feb 1. Wood & Co, Raymond-bldgs, Gray's-inn.

Miller, Fredk, Duke-st, St James's, Poulterer. Jan 18. Robinson Jermyn-st, St James's.

Nunn, Wm, South Shields, Durham, Master Mariner. April 8. Wheldon, South Shields.

Pell, Saml, Ecton, Northampton, Farmer. Jan 1. Jeffrey & Son, Northampton.

Powell, Caroline, Park-place-cottages, Lower Park-rd, Peckham Spinster. Jan 18. Robinson, Jermyn-st, St James's.

Taylor, Fras Edwd, Bath, Esq. Feb 1. Granville & Hill, Bath.

Wilkinson, Leonard Jas, Bhootan, East Indies, Lieutenant H. M. 58th Regiment. Feb 1. Lightfoot & Co, Hull.

Wintle, Sarah, Bristol, Spinster. Jan 24. Gregory & Son, Bristol.

TUESDAY, Dec. 24, 1867.

Bateson, Joseph, Leeds, Esq. March 1. Snowdon & Son, Leeds.

Bence, Richd, Bath, Farmer. Jan 25. Snow, Bath.

Birch, Richd Hassall, Harlescott, Salop, Gent. March 25. How, Shrewsbury.

Bradshaw, Hy, Ingersley, Chester, Farmer. Feb 1. Brocklehurst & Wright, Macclesfield.

Brankston, Michael, Beauchamp Lodge, Harrow-rd, Esq. Feb 1. Jones, Queen-st, Cheapside.

Fisk, Wm, Debenham, Suffolk, Cabinet Maker. Feb 1. Birkett, Ipswich.

Gorton, Geo, Bury, Lancaster, Gent. Feb 21. Whitehead & Son, Bury.

Govett, John, Kilton, Somerset, Gent. Feb 1. Trevor, Nether Stowey.

Humphreys, Edwd Philip, Chambers Farm, nr Epping, Farmer. Feb 14. Taylor & Co, Gt James-st, Bedford-row.

Jones, Wm, Lutterworth, Leicester, Doctor. Feb 17. Owston, Leicester.

Jones, Wm Hy, Lutterworth, Leicester, Surgeon. Feb 17. Owston, Leicester.

Marsland, Bobt, Hale, Chester, Yeoman. Jan 21. Nicholls & Co, Altrincham.

Miller, Eliz, Nottingham, Innkeeper. Feb 15. Burton & Son, Nottingham.

Reed, Wm Hy, Hill-st, Knightsbridge, Esq. March 21. Stuart & Massey, Gray's-inn-sq.

Roach, John, Staple-hill, Gloucester, Brick Maker. May 5. Bush & Ray, Brighton.

Robeson, Mary, Bishopsdown-grove, Tunbridge Wells, Kent, Widow. Jan 31. Vizard & Co, Lincoln's-inn-fields.

Spencer, Chas, Leicester, Currier. Jan 21. Harris, Leicester.

Stewart, Jas, Weedon, Northampton, Surgeon-Major. March 25. Dennis, Northampton.

Summers, Thos Sedgwick, The Waldrons, nr Croydon, Esq. Feb 1. Hillearys & Tunstall, Fenchurch-bldgs.

Taylor, Jas, Mossley, Ashton-under-Lyne, Grocer. Jan 15. Brooks & Co, Ashton-under-Lyne.

Ward, Robt, Montague-pl, Poplar, Bricklayer. Jan 24. Lowless & Co, Gracechurch-st.

Winter, John, Kingston-upon-Hull, Gent. March 1. Wilson, Kingston-upon-Hull.

Woodham, John Fuller Nash, Bishops Stortford, Herts, Gent. Jan 28. Unwin, Sawbridgeworth.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Dec. 20, 1867.

Ackers, John Wilmot, Stockport, Chester, Brewer. Dec 12. Comp. Reg Nov 20.

Adames, Geo, Adversane, Sussex, out of business. Nov 26. Comp. Reg Dec 19.

Allen, Wm, & Wm Drake Blew, Newton Moor, Hyde, Chester, Cotton Spinners. Nov 21. Asst. Reg Dec 17.

Alexander, Jas, Haxted, Surrey, Doctor. Dec 16. Comp. Reg Dec 19.

Attley, Edwin Joseph, Knightsbridge-green, Brompton, Jeweller. Dec 18. Comp. Reg Dec 20.

Birkley, John, New Malton, York, Clock Maker. Dec 5. Asst. Reg Dec 19.

Burke, Edmund Danl, Victoria-sq, Pimlico, Gent. Dec 12. Comp. Reg Dec 20.

Campbell, John, Leeds, Earthenware Dealer. Dec 13. Comp. Reg Dec 19.
Capell, Hy Jas, Birm, Jeweller. Nov 23. Comp. Reg Dec 20.
Cohen, Wm Hy, Benjamin-st, Cow Cross, General Dealer. Dec 17. Comp. Reg Dec 18.
Cohen, Joseph Coleman, & Lewis Coleman Cohen, Birm, Merchants. Dec 17. Comp. Reg Dec 18.
Cracknell, Wm, Aylesbury-st, Clerkenwell, Grocer. Nov 28. Asst Reg Dec 18.
Craymer, Alfred, Bedminster, Bristol, Coach Body Maker. Nov 23. Asst. Reg Dec 18.
Darby, Fredk, & Elias Darby, Margate, Kent, Millers. Nov 26. Asst. Reg Dec 19.
Day, Wm, Tysson-st, Bethnal-green-rd, Baker. Nov 30. Comp. Reg Dec 16.
Dobbs, Alfred, Sydenham, Kent, Plumber. Dec 13. Inspectorship. Reg Dec 17.
Dunkley, Bernard, Brooks-mews, Davies-st, Berkeley-sq, Carpenter. Dec 12. Comp. Reg Dec 17.
Dyson, Robt, Lincoln's-inn-fields, Law Stationer. Dec 20. Comp. Reg Dec 20.
Evans, Chas Thos, Frederick-st, Gray's-inn-rd, no business. Dec 17. Comp, Reg Dec 20.
Fotheringham, Alex Macdonald, Lime-st, Ship Owner. Dec 19. Inspectorship. Reg Dec 19.
Fishwick, Wm, Newport, Monmouth, Master Mariner. Dec 14. Asst. Reg Dec 19.
Gale, Thos, York-ter, York-rd, Battersea, Builder. Dec 18. Comp Reg Dec 19.
Garth, Jas, Idle, York, Plumber. Nov 20. Asst. Reg Dec 18.
Gee, Jane, Lpool, Starch Manufacturer. Dec 9. Asst. Reg Dec 20.
Raybould, Jas, Geo Gell, & Geo Winmill, Bristol, Glass Dealers. Nov 20. Comp. Reg Dec 18.
Herschkowitz, Hyman Harris, Manch, Tailor. Dec 9. Comp. Reg Dec 20.
Hobson, Hy Pulsford, Jermyn-st, Gent. Dec 3. Comp. Reg Dec 19.
Holdorf, Chas. Fredk, Kingston-upon-Hull, Boot Maker. Nov 28. Comp. Reg Dec 20.
Holt, Eliza, Manch, out of business. Nov 22. Comp. Reg Dec 19.
Hooper, Chas Race Septimus, Sackville-st, Gent. Dec 5. Asst. Reg Dec 18.
Hope, Benj, Ely-pl, Holborn, Solicitor. Dec 14. Comp. Reg Dec 19.
Horwood, John Child, St Pancras, nr Chichester, Builder. Dec 18. Asst. Reg Dec 20.
Thomas, John, Ann Humphreys, & Robt Humphreys, Lpool, Soda Water Manufacturers. Nov 25. Asst. Reg Dec 20.
Johnson, John Adolphus, North-sq, Globe-rd, Mile-end, out of business. Dec 13. Comp. Reg Dec 20.
Johnson, John Thos, Leicester, Elastic Web Dealer. Dec 11. Comp. Reg Dec 19.
Joseph, Moss, Grosvenor-rd, Stoke Newington-rd, Dealer in Jewellery. Nov 25. Comp. Reg Dec 19.
Langdon, Jas Hy, America-sq, Minories, Merchant. Dec 11. Comp. Reg Dec 18.
Leblanc, Alexander, High Holborn, Passe Partout and Mount Manufacturer. Nov 11. Comp. Reg Dec 18.
Lord, Robt Turner, Euston-rd, Tobacconist. Dec 16. Comp. Reg Dec 20.
Lord, Edwd, Bacup, Lancaster, Cotton Waste Manufacturer. Dec 10. Asst. Reg Dec 18.
Macrone, John Thomson, Southwark Bridge-rd, Hat Tip Stamper Dec 14. Comp. Reg Dec 19.
Mannion, Wm, Manch, Leather Merchant. Nov 30. Asst. Reg Dec 20.
Marsden, Edwin, Sheffield, Engineer. Nov 22. Asst. Reg Dec 19.
Maud, Matthew Robt, Manch, Meat Salesman. Dec 18. Asst. Reg Dec 19.
McCrone, Andrew, Birm, Travelling Draper. Dec 12. Comp. Reg Dec 20.
Menage, Fredk, Hastings, Sussex, Bootmaker. Dec 19. Comp. Reg Dec 28.
Mitchell, Hy, Old Street-rd, Saw Maker. Nov 19. Comp. Reg Dec 17.
Munday, Fras, Dunstable, Bedford, Leather Currier. Nov 22. Comp. Reg Dec 19.
Nash, Chas Walter, Hatton-garden. Nov 23. Comp. Reg Dec 19.
Nibloe, Jas, Church-st, Spitalfields, Boot Manufacturer. Dec 12. Comp. Reg Dec 19.
Palmer, John, Brookhampton, Oxford, Cattle Dealer. Nov 20. Comp. Reg Dec 17.
Parker, Elisha, Dore, Derby, Grocer. Dec 13. Comp. Reg Dec 18.
Pennell, Susan Adelaide, Fitzroy-rd, Regent's-pk, Widow. Dec 18. Comp. Reg Dec 20.
Phelp, Wm Awery, London-bridge, Southwark, Hop Merchant. Nov 21. Asst. Reg Dec 17.
Pollock, Simpson, St George's-st East, Clothier. Dec 17. Comp, Reg Dec 19.
Prowse, Chas, Edward-st, Hampstead-rd, Pharmaceutical Chemist. Dec 16. Comp. Reg Dec 20.
Reeves, Jas, Hoxton-st, Cabinet Maker. Dec 2. Comp. Reg Dec 20.
Rendell, Hy, New Church-st, Edgware-rd, Butcher. Nov 19. Comp. Reg Dec 16.
Ringwood, Fredk, Crown-st, Hoxton, out of business. Dec 17. Comp. Reg Dec 20.
Robinson, John Cocker, Birm, Coach Builder. Nov 22. Comp. Reg Dec 18.
Scotthorn, Thos Kendall, Leicester, Boot Manufacturer. Dec 16. Comp. Reg Dec 19.
Suttleworth, John, & Dymoke Kermen, Southwick, Sussex, Ship Builders. Nov 23. Comp. Reg Dec 17.
Slack, Benj, Freeschool-st, Horselydown, Clothier. Dec 2. Comp. Reg Dec 20.
Spicer, Wm, Leatherhead, Surrey, Builder. Dec 13. Comp. Reg Dec 20.
Talbot, Thos Wm, Stepney-green, Comm Agent. Dec 16. Comp. Reg Dec 19.
Thomas, David, Newport, Monmouth, Grocer. Nov 26. Asst. Reg Dec 20.
Thomas, Walter John, Bristol, Hawker. Dec 14. Asst. Reg Dec 20.
Thomas, David Christmas, Merthyr Tydfil, Glamorgan, Grocer. Nov 21. Asst. Reg Dec 19.
Turner, Benj, Newcastle-upon-Tyne, Jeweller. Nov 23. Comp. Reg Dec 20.
Turton, Wm, Kidderminster, Worcester, Ironmonger. Nov 25. Comp. Reg Dec 20.
Walker, Thos, & Geo Walker, Lpool, Ironfounders. Dec 5. Asst. Reg Dec 20.
Walmsley, Seth, Lpool, Flour Dealer. Nov 33. Comp, Reg Dec 19.
Webb, Frank, Belvidere, Kent, Grocer. Dec 14. Asst. Reg Dec 17.
White, Wm Alfred, Calvert's-buildings, Southwark, Hop Merchant. Dec 16. Comp. Reg Dec 18.
Wood, Fredk, Leicester, Cabinet Maker. Dec 9. Comp. Reg Dec 18.
Woods, Alex, Hitchin, Hertford, Upholsterer. Nov 31. Asst. Reg Dec 17.

TUESDAY, Dec. 24, 1867.

Andrews, John, Gunnislake, Cornwall, Grocer. Dec 13. Comp. Reg Dec 23.
Atherton, Wm, Lpool, Merchant. Dec 23. Asst. Reg Dec 24.
Baker, Thos, jun, Carter-lane, Solicitor. Dec 20. Asst. Reg Dec 23.
Beale, Wm Hy, Christie-rd, Victoria-pk, Travelling Draper. Dec 20. Comp. Reg Dec 23.
Birds, Alfd, Little Sheffield, York, Confectioner. Dec 17. Asst. Reg Dec 24.
Black, John, Stockport, Lancaster, Hotel Keeper. Dec 29. Comp. Reg Dec 23.
Bracey, Humphrey John, Malvern-rd, Queen's-rd, Dalston, Builder. Dec 21. Comp. Reg Dec 23.
Bromwich, John, Dudley, Worcester, Watch Maker. Nov 25. Comp. Reg Dec 20.
Brown, Wm, Hatcham, Surrey, Builder. Dec 2. Comp. Reg Dec 23.
Browne, Benj, Fairlight-villas, Studley-rd, Stockwell, Engineer. Nov 30. Comp. Reg Dec 24.
Chalmers, Jas, Coventry, Warwick, Draper. Dec 9. Asst. Reg Dec 24.
Chapple, Edward Edmund, St James's-grove, Battersea-pk, out of business. Dec 20. Comp. Reg Dec 24.
Coleman, Jas Fras, Deptford-bridge, Draper. Nov 30. Asst. Reg Dec 20.
Collins, Thos, Manch, Painter. Nov 27. Asst. Reg Dec 24.
Constable, Hy, Thornton-heath, nr Croydon, out of business. Dec 24 Comp. Reg Dec 24.
Cooper, John, Glastonbury, Somerset, Painter. Dec 18. Comp. Reg Dec 21.
Davis, Chas Wm, Dane's-inn, Strand, Stationer. Dec 19. Comp. Reg Dec 23.
Davey, Wm Hy, & Thos Floyd, jun, Cloak-lane, Stone and Brick Merchants. Nov 26. Asst. Reg Dec 24.
Davis, Richd Holeman, Euston-rd, Accountant. Dec 20. Comp. Reg Dec 23.
Dodds, John Grant, Gracechurch-st, Comm Agent. Nov 20. Asst. Reg Dec 17.
Drummond, Robt Horatio Wm, Paradise-row, Bethnal-green, Road Contractor. Dec 14. Comp. Reg Dec 24.
Edwards, Jas, Oaken Gates, Salop, Draper. Dec 2. Asst. Reg Dec 23.
Elliott, Thos, Cardiff, Glamorgan, Ship Owner. Nov 27. Asst. Reg Dec 21.
Finucane, Jas Melville, Scarborough, York, Hairdresser. Nov 30. Comp. Reg Dec 23.
Fry, Geo, Clevedon, Somerset, Beer Retailer. Nov 28. Comp. Reg Dec 23.
Fox, Thos, Heaton Norris, Lancaster, Grocer. Nov 29. Asst. Reg Dec 21.
Fell, Wm Halford, Wenlock-st, New North-rd, Carver. Nov 22. Comp. Reg Dec 20.
Gisborne, Edwd Sacheverell, Derby, Land Agent. Dec 17. Comp. Reg Dec 23.
Gittins, Timothy, Chester, Iron and Steel Merchant. Dec 6. Asst. Reg Dec 23.
Grover, John, Reading, Berks, Plasterer. Dec 12. Asst. Reg Dec 24.
Guthrie, Michael, Wellington Quay, Northumberland, Watchmaker. Dec 19. Comp. Reg Dec 23.
Guy, Wm, High-st, Kensington, Brush Manufacturer. Nov 26. Comp. Reg Dec 21.
Hall, Geo, Bird-in-Hand-ct, Cheapside, Manager. Dec 15. Comp Reg Dec 20.
Hall, Robt, Sheffield, Grocer. Dec 5. Comp. Reg Dec 20.
Hannington, Joseph, Newcastle-upon-Tyne, out of business. Dec 2. Asst. Reg Dec 24.
Hastie, Robt Vint, Upper Belgrave-pl, Pimlico, out of business. Dec 20. Comp. Reg Dec 20.
Hauxwell, Joseph, Stockton, Durham, Millwright. Dec 20. Comp. Reg Dec 23.
Henderson, Alex, Lpool, Theatre Proprietor. Dec 12. Comp. Reg Dec 24.
Hodgson, John, Gt Driffield, York, Millwright. Dec 2. Asst. Reg Dec 23.
Jennison, Jas, Scarborough, York, Printer. Nov 29. Asst. Reg Dec 24.
Jones, Wm Saville, Leeds, Glass and China Dealer. Dec 20. Comp. Reg Dec 23.
King, Fredk, Gt George-st, Westminster. Nov 28. Inspectorship. Reg Dec 24.
Lalor, Richd, Manch, Hosier. Dec 19. Comp. Reg Dec 23.
Leverton, John Hy, High-st, Poplar, Carver. Dec 13. Comp. Reg Dec 24.
Levick, Geo, Rotherham, York, Refreshment House Keeper. Nov 29. Asst. Reg Dec 23.
Lloyd, Saml Deakin, Manch, Leather Dealer, Nov 26. Asst. Reg Dec 21.

Luff, Walter Thos, Manch, Calico Printer. Dec 9. Comp. Reg Dec 21.
Main, Wm, Slough, Buckingham, Grocer. Nov 25. Comp. Reg Dec 20.
Mead, Wm, Frome, Somerset, Coachbuilder. Nov 27. Asst. Reg Dec 20.
Melton, John, & Saml Melton, Dartford, Kent, Carpenters. Dec 19. Asst. Reg Dec 24.
Moreton, Thos, Llangynog, Montgomery, Draper. Dec 3. Asst. Reg Dec 20.
Morton, Wm, Bond-st, Lambeth, Hay Salesman. Dec 13. Comp. Reg Dec 23.
Newton, Surtees, Gateshead, Durham, Grocer. Nov 23. Asst. Reg Dec 23.
Nichols, Chas, West-green, Tottenham, Builder. June 18. Comp. Reg Dec 21.
Nicol, David, Blackburn, Lancaster, Bank Manager. Nov 29. Asst. Reg Dec 23.
Norman, Saml, Runcorn, Chester, Grocer. Nov 30. Asst. Reg Dec 23.
Norton, Mortimer Oliver Hubbard, Lpool, & Richd Atkinson, New York, Merchants. Dec 18. Inspectorship. Reg Dec 20.
Osborne, Eliza, Birm, Smallware Dealer. Dec 18. Comp. Reg Dec 23.
Parker, John Wilson, Leamington Priors, Warwick, Tobacconist. Nov 23. Comp. Reg Dec 21.
Pilley, Joseph Grimshaw, Calverley, York, Cloth Manufacturer. Dec 7. Comp. Reg Dec 24.
Portevin, Edwd, Hanley, Stafford, Soda Water Manufacturer. Nov 30. Comp. Reg Dec 24.
Sabberton, Wm, Myrtle-st, Hoxton, Fancy Box Maker. Dec 14. Comp. Reg Dec 23.
Sayer, Wm, Plumstead, Kent, Corn Dealer. Nov 25. Asst. Reg Dec 23.
Shilton, Wm, Grosvenor-rd, Stoke Newington, Gent. Dec 18. Comp. Reg Dec 23.
Simpson, John, & Jas Dodgson, Stockton-upon-Tees, Durham, Builders. Nov 30. Asst. Reg Dec 24.
Smith, John Hall, West Cowes, Isle of Wight, Printer. Dec 17. Comp. Reg Dec 23.
Smith, Robt, Thos David Neave, John Smith Ranken, Benj Gott Kinnear, Wm Hargreaves, Robert Brand, & Justus Wm Hy Escherich, Hong Kong, China, Merchants. Dec 9. Inspectorship. Reg Dec 23.
Squire, Hy, King William-st, Photographic Shipper. Dec 12. Comp. Reg Dec 23.
Stoner, Adolphus, Brighton, Tobacconist. Dec 16. Comp. Reg Dec 24.
Stringfellow, Jas, Chapel-en-le-Frith, Derby, Draper. Dec 10. Comp. Reg Dec 23.
Tatnell, Jas, Pegwell Bay, Kent, Tavern Keeper. Dec 17. Comp. Reg Dec 20.
Tee, Ezra, Worth-upon-Dearne, York, Grocer. Dec 6. Comp. Reg Dec 23.
Tharme, Geo, Dudley, Worcester, Horse Dealer. Dec 7. Comp. Reg Dec 23.
Thompson, Squire, Leeds, Innkeeper. Dec 4. Asst. Reg Dec 23.
Tissot, Jas Henri, Lpool, Hotel Keeper. Dec 16. Inspectorship. Reg Dec 23.
Tranah, Wm, Mile End-rd, Comm Agent. Dec 24. Comp. Reg Dec 24.
Trudell, Thos, Taunton, Somerset, Ironmonger. Nov 25. Asst. Reg Dec 23.
Turner, Robt, Emsworth, Hants, Grocer. Nov 25. Comp. Reg Dec 23.
Washington, Jasper, jun, Salford, Lancaster, Provision Dealer. Dec 10. Comp. Reg Dec 23.
Whittow, Matthew, Haverfordwest, Brewer. Nov 23. Asst. Reg Dec 21.
Wilkinson, Simeon, Wolverhampton, Stafford, Licensed Victualler. Nov 29. Asst. Reg Dec 21.
Williams, Wm, Church-rd, New Cross, Messenger. Oct 17. Comp. Reg Dec 23.
Wright, Ephraim, Sowerby-bridge, York, Dyer. Dec 23. Comp. Reg Dec 24.

Bankrupts.

To Surrender in London.

TUESDAY, Dec. 17, 1867.

Beaver, Hugh Rowland, Manchester-st, Manchester-sq, out of business. Pet Dec 17. Roche. Jan 1 at 12. Johnson & Weatherall, King's Bench-walk, Temple.
Bridges, John Hart, Ipswich, Suffolk, out of business. Pet Dec 13. Pepys. Jan 14 at 12. Sheriff & Son, Fenchurch-st.
Bushnell, Geo, Landport, Hants, Coach Builder. Pet Dec 18. Pepys. Jan 14 at 2. Stuart, New-inn, Strand.
Carpenter, Chas Wm, Mount-villa, Barnsbury-sq, Islington, Agent. Pet Dec 17. Pepys. Jan 14 at 1. Roberts, Moorgate-st.
Churchill, John Wm, Dean-st, Commercial-rd East, Compass Card Painter. Pet Dec 16. Roche. Jan 1 at 11. Buchanan, Basinghall-st.
Dagley, John, St John's-hill, New Wandsworth, Boot Maker. Pet Dec 14. Jan 29 at 1. Geaussent, New Broad-st.
Doyle, Peter, Prisoner for Debt, London. Pet Dec 14 (for pau). Pepys. Jan 14 at 2. Dobie, Basinghall-st.
Ellisdon, Wm, Prisoner for Debt, London. Pet Dec 13 (for pau). Brougham. Jan 20 at 1. Dobie, Basinghall-st.
Fagnani, Gennaro, St Clement's-house, Clement's-lane, Lombard-st, Merchant. Pet Dec 11. Roche. Dec 31 at 12. Ashurst & Co, Old Jewry.
French, Thos, Gt Titchfield-st, Marylebone, Boot Maker. Pet Dec 18. Pepys. Jan 14 at 2. Sowton, Gt James-st, Bedford-row.
Green, Wm Geo, Chatham-ter, Palace-rd, Upper Norwood, out of business. Pet Dec 17. Jan 22 at 1. Edwards, Bush-lane, Cannon-st.
Haigh, Benj, Cecil-st, Cubitt's Town, Tin Plate Worker. Pet Dec 18. Murray. Jan 7 at 11. Thomas & Hollams, Mincing-lane.
Hansmann, Conrad, Laystall-st, Liquorpond-st, Holborn, Baker. Pet Dec 17. Jan 22 at 12. Wells, Basinghall-st.
Haws, John, Crown-ct, Cheapside, out of business. Pet Dec 17. Jan 22 at 1. Ashurst & Co, Old Jewry.
Higgins, Fras, jun, Sidmouth-st, Gray's-inn-rd, no occupation. Pet Dec 14. Roche. Jan 1 at 11. Pittman, Guildhall-chambers, Basinghall-st.
Job, Wm Jas, South-st, New North-rd, Islington, Beer House-keeper. Pet Dec 17. Pepys. Jan 14 at 1. Harrison, Basinghall-st.
Judd, Geo, jun, Westminster Bridge-rd, Italian Warehouseman. Pet Dec 17. Roche. Jan 1 at 12. Reed, Guildhall-chambers, Basinghall-st.
Lane, Thos, Caledonian-rd, Greengrocer. Pet Dec 17. Roche. Jan 1 at 12. Shearman, Little Tower-st.
Lees, Harry, Newington-causeway, Fruiterer. Pet Dec 12. Jan 20 at 11. Marshall, Lincoln's-inn-fields.
Lovegrove, John Jas, Pembroke-pl, Spring-grove, Isleworth, Decorator. Pet Dec 17. Roche. Jan 1 at 12. Head, Martin's-lane, Cannon-st.
Mason, Lavender, Granby-pl, Griffin-st, Lambeth, Farrier. Pet Dec 17. Jan 20 at 2. Lewis & Lewis, Ely-pl.
Matsell, Edmonds, Burnham Westgate, Norfolk, Beer Seller. Pet Dec 18. Murray. Dec 31 at 1. Wilkin, Furnival's-inn, Holborn.
Pike, Wm, Prisoner for Debt, London. Pet Dec 18 (for pau). Jan 22 at 1. Goatley, Bow-st, Covent-garden.
Powis, Eliz, John-st, Bedford-row, Widow, out of business. Pet Dec 18. Murray. Jan 7 at 11. Dubois & Maynard, Church-passage, Gresham-st.
Rigby, Thos, Palmerston-rd, Wandsworth, out of business. Pet Dec 18. Jan 22 at 2. Marshall, Lincoln's-inn-fields.
Rigden, Thos Giles, Whitstable, Kent, Ship Owner. Pet Dec 18. Jan 22 at 1. Lambert, Lower Thames-st.
Sant Antonio, Domenico, Gt St Helen's, Comm Merchant. Pet Dec 14. Pepys. Jan 14 at 12. Beard, Basinghall-st.
Scott, Wm, Christchurch, Southampton, Butcher. Pet Dec 17. Jan 20 at 2. Stocken & Jupp, Leadenhall-st.
Sutton, Hy Curteis, Prisoner for Debt, Reading. Adj Nov 14. Pepys. Jan 14 at 1.
Taylor, Chas, Ryde, Isle of Wight, Lime Burner. Pet Dec 18. Murray. Dec 31 at 12. White's & Co, Barge-yard-chambers.
Wheeler, Wm Huntley, Gt Dover-st, Borough, Comm Agent. Pet Dec 18. Murray. Dec 31 at 1. Herbert & Co, Wood-st.
Wilkinson, Wm, Argyle-st, Euston-rd, out of business. Pet Dec 16. Jan 20 at 2. Nicol & Son, Queen-st, Cheapside.
Winch, Eliz, Prisoner for Debt, London. Pet Dec 13 (for pau). Brougham. Jan 20 at 1. Dobie, Basinghall-st.

To Surrender in the Country.

Andrew, Jas, & Wm Andrew, Ponsanooth, Cornwall, Cattle Dealers. Pet Dec 19. Exeter, Jan 3 at 12. Fryer, Exeter.
Boucher, Edwd, Birm, Journeyman Tool Maker. Pet Dec 13 (for pau). Guest. Warwick, Jan 10 at 10.
Bretherton, Mary, Prisoner for Debt, Lancaster. Pet Dec 18. Harris. Manch, Jan 14 at 11. Watt, Manch.
Brooks, Hy Donel, Glastonbury, Coal Merchant. Pet Dec 14. Lovell. Wells, Jan 4 at 11. Dunn, Frome.
Burnip, Thos, East Jarrow, Durham, Grocer. Pet Dec 7. Gibson. Newcastle-upon-Tyne, Jan 8 at 12. Harle & Co, Newcastle-upon-Tyne.
Chinn, Hy, sen, Moseley South, King's Heath, Worcester, Farmer. Pet Dec 16. Hill. Birm, Jan 3 at 12. Hawkes, Birm.
Crowther, Grace, Pendleton, out of business. Pet Dec 16. Kay. Manch, Jan 3 at 9.30. Law, Manch.
Deane, Chas, Faversham, Kent, Picture Frame Maker. Pet Dec 16. Tassell. Faversham, Jan 1 at 1. Stephenson, Chatham.
Eeles, Chas, Aylesbury, Buckingham, Innkeeper. Pet Dec 16. Watson. Aylesbury, Dec 30 at 12. Clarke, Aylesbury.
Farman, Robt, Newland, York, Miller. Pet Dec 17. Phillips. Kingston-upon-Hull, Jan 1 at 11. Summers, Hull.
Gibbon, Emanuel, Pontypridd, Glamorgan, Beerhouse Keeper. Pet Dec 13. Spickett. Pontypridd, Jan 1 at 11. Davis, Cardiff.
Gillett, Wm Hy, Bristol, General Shipping Merchant. Pet Dec 10. Wilde. Bristol, Jan 1 at 11. Press & Co, Bristol.
Grant, Thos, North Everton, nr Lpool, Baker. Pet Dec 14. Hime. Lpool, Dec 31 at 3. Bremner, Lpool.
Hall, Maitland, Blue Town, Sheerness, Kent, Bookseller. Pet Dec 13. Wates. Sheerness, Jan 3 at 1. Willis, Sheerness.
Hanson, Hy, Wainsgrove, Derby, Stonemason. Pet Dec 17. Hubbersty. Alfreton, Dec 26 at 12. Smith, Derby.
Harrington, John, Brighton, Sussex, Architectural Photographer. Pet Dec 16. Eversheed. Brighton, Jan 4 at 11. Lamb, Brighton.
Henly, Thos Large, Calne, Wilts, out of business. Pet Dec 17. Wilde. Bristol, Jan 1 at 11. Henderson, Bristol.
Hoare, Robt, Prisoner for Debt, Devon. Pet Dec 16. Exeter, Dec 30 at 12.30.
House, John, Bewdley, Worcester, out of business. Pet Dec 18. Talbot. Kidderminster, Jan 7 at 11. Saunders, jun, Kidderminster.
Ingle, Hy, Guildford, Surrey, Livery Stable Keeper. Pet Dec 16. Marshall. Guildford, Jan 4 at 4. Geach, Guildford.
Johnson, Edwd, Codnor-pk, Derby, Bootmaker. Pet Dec 10. Hubbersty. Alfreton, Dec 26 at 12. Smith, Derby.
Jones, Alfred, Yately, Southampton, Baker. Pet Dec 16. Hollest. Farnham, Dec 31 at 12. Eve, Aldershot.
Jones, Winchester Hy, Prisoner for Debt, Bristol. Adj Dec 14. Wilde. Bristol, Jan 1 at 11.
Jones, Edwd, Aston-juxta-Birm, Whitesmith. Pet Dec 18. Guest. Birm, Jan 10 at 10. Duke, Birm.
Kenny, Lawrence, Bristol, Cattle Dealer. Pet Dec 18. Wilde. Bristol, Jan 1 at 11. Clifton, Bristol.
Kenyon, John, Manch, Butcher. Pet Dec 18. Kay. Manch, Jan 3 at 9.30. Stringer, Manch.
Key, John, Mitchell, Cornwall, out of business. Pet Dec 19. Exeter, Jan 3 at 12. Jenkins, Penryn.
Lane, Fras John, Leigh-upon-Mendip, Somerset, Shoemaker. Pet Dec 18. Messiter. Frome, Jan 2 at 11. Nalder, Shepton Mallet.
Marten, John Wm, Burgess-hill, Dealer in Coals. Pet Dec 17. Waugh. Cuckfield, Dec 31 at 11.15.
Matthews, Geo, Ipswich, Suffolk, Porter. Pet Dec 11. Pretyman. Ipswich, Dec 27 at 11. Hill, Ipswich.
Miles, Jas, New Swindon, Wilts, out of business. Pet Dec 14. Townsend. Swindon, Jan 2 at 11. Lovett & Son, Cricklade.

Monkhouse, Robt, Lpool, Butcher. Pet Dec 14. Hime. Lpool, Jan 2 at 3. Brown, Lpool.
Nichols, Geo Manby, Leeds, Bricklayer. Pet Dec 7. Marshall. Leeds, Jan 9 at 12. Harle, Leeds.
Palmer, Benj, Southwold, Suffolk, Carpenter. Adj Dec 16. Baas Haleworth, Jan 4 at 11.
Parkin, Geo, Burton Stather, Lincoln, Grocer. Pet Dec 18. Leeds, Jan 8 at 12. Summers, Hull.
Phillips, Thos, Aston-juxta-Birm, Chemist. Pet Dec 17. Guest. Jan 10 at 10. Maher, Birm.
Pickering, Thos, Birm, Tailor. Pet Dec 17. Guest. Birm, Jan 10 at 10. Hemmant, Birm.
Pilkington, Wm, Blackburn, Lancaster, Painter. Pet Dec 12. Bolton. Blackburn, Jan 2 at 11. Swift, Blackburn.
Ralph, Carrington, Ipswich, Suffolk, Innkeeper. Pet Dec 16. Pretyman. Ipswich, Dec 30 at 11. Hill, Ipswich.
Richards, Thos, Old Basford, Nottingham, Bricklayer. Pet Dec 17 Patchitt. Nottingham, Feb 5 at 10.30. Briggs & Cranch, Nottingham.
Rowley, Hy Thos, Bristol, Wine Merchant. Pet Dec 18. Wilde. Bristol, Jan 1 at 11. Henderson, Bristol.
Shepherd, John, Hulme, Lancaster, out of business. Pet Dec 17. Kay. Manch, Jan 3 at 9.30. Gardner, Manch.
Smith, Chas Edwd, Lpool, Sculptor. Pet Dec 17. Lpool, Jan 8 at 11. Radcliffe, Lpool.
Smith, John Godfrey, Finedon, Northampton, Coal Merchant. Pet Dec 17. Burnham. Wellingborough, Jan 1 at 11. Cook, Wellingborough.
Smith, Robt, Blackburn, Lancaster, Plumber. Pet Dec 12. Bolton. Blackburn, Jan 2 at 11. Backhouse, Blackburn.
Stanger, Geo Eaton, Nottingham, Surgeon. Pet Dec 3. Tudor. Birm, Dec 31 at 11. Maples, Nottingham.
Thomas, Campbell Millett, Prisoner for Debt, Lancaster. Pet Dec 18. Harris. Manch, Jan 14 at 11. Watt, Manch.
Thomas, John Richd, Prisoner for Debt, Brecknock. Adj Dec 12. Russell. Merthyr Tydfil, Dec 31 at 11. Plews, Merthyr Tydfil.
Vicars, Edwd, Gt Horwood, Bucks. Pet Dec 9. Hearn. Buckingham, Dec 23 at 2. Clark, Aylesbury.
Vincent, John, Sherborne, Dorset, Innkeeper. Pet Dec 17. Exeter, Jan 3 at 2.30. Flond, Exeter.
Warburton, Robt, Newcastle-upon-Tyne, Clothier. Pet Dec 16. Gibson. Newcastle-upon-Tyne, Jan 8 at 12. Hoyle & Co, Newcastle-upon-Tyne.
Wyvill, Jas, Ripley, Derby, Tailor. Pet Dec 12. Hubbersty. Alfreton, Dec 26 at 12. Smith, Derby.

TUESDAY, Dec. 24, 1867.

To Surrender in London.

Barnsby, Alfred, Old Brentford, Boat Builder. Pet Dec 21. Murray. Jan 7 at 1. Ody, Trinity-st, Southwark.
Barratt, John, Victoria-mews, Wilton-rd, Pimlico, out of business. Pet Dec 20. Pepys. Jan 16 at 12. Smith & Co, Wilmington-sq.
Barton, Wm, Prisoner for Debt, Maidstone. Adj Dec 13. Jan 27 at 12.
Beachenoe, Jas, Loughton, Essex, Charcoal Manufacturer. Pet Dec 19. Pepys. Jan 16 at 11. Merriman & Co, Queen-st.
Benhouliel, Dani Joseph, Regent-st Quadrant, Oriental Curiosity Dealer. Pet Oct 3. Murray. Jan 7 at 12. Pook, Lawrence Pountney-hill.
Bowen, Chas Andrew, Barge-yard Chambers, Bucklersbury, Comm Agent. Pet Dec 21. Murray. Jan 7 at 1. Watson, Basinghall-st.
Brooks, Wm, Prisoner for Debt, London. Adj Dec 16. Murray. Jan 13 at 11.
Brophey, John, Smith-sq, Westminster, Provision Dealer. Pet Dec 13 Pepys. Jan 16 at 1. Buchanan, Basinghall-st.
Butler, Levi, Boscombe, Hants, Carpenter. Pet Dec 19. Jan 27 at 11. Peacock, South-sq, Gray's-inn.
Buxton, Wm, Prisoner for Debt, London. Adj Dec 16. Murray. Jan 13 at 11.
Clarke, Edwd, Prisoner for Debt, London. Pet Dec 20 (for pau). Pepys. Jan 16 at 1. George, Bishopsgate-st Within.
Darling, Wm, Archer-st, South Lambeth, Hay Dealer. Pet Dec 19. Pepys. Jan 14 at 1. Haynes, Serle-st.
Doody, Michael, Mortimer-market, Tottenham-ct-rd, Dealer in Building Materials. Pet Dec 18. Pepys. Jan 14 at 2. Dobie, Basinghall-st
Goldberg, Leopold, & Fredk Geo Bracher, Monkwell-st, Warehousemen. Pet Dec 17. Pepys. Jan 16 at 1. Sydney & Son, Finsbury-circus.
Goodridge, Geo, Prisoner for Debt, London. Adj Dec 16. Murray. Jan 13 at 11.
Hey, Wm, Rockingham-st, Newington-causeway, Architect. Pet Dec 19. Murray. Jan 7 at 12. Neale, Kennington-pk-rd.
Hood, Wm, Hagley Cottage, Ewell-rd, Surbiton, Spirit Merchant. Pet Dec 21. Murray. Jan 7 at 12. Michael, Gresham-bldgs, Basinghall-st.
Jamieson, Andrew, Bridport-pl, New North-rd, Baker. Pet Dec 20. Murray. Jan 7 at 12. Pittman, Guildhall-chambers, Basinghall-st.
Litten, Randall Pedley, Buckland-villas, Belsize-pk, Hampstead, no occupation. Pet Dec 19. Jan 27 at 12. Harrison, Walbrook.
Maude, Francis Cornwallis, Emsworth, Hants, Captain. Pet Dec 17. Pepys. Jan 14 at 1. Lewis & Lewis, Ely-pl, Holborn.
Miller, Jas, Cambridge, Plumber. Pet Dec 17. Jan 22 at 12. Hewitt, Nicholas-lane.
Molyneux, Chas, Sutherland-pl, Bayswater, Clerk. Pet Dec 18. Pepys. Jan 14 at 2. Sibley, Doughty-st.
Mulley, John Sinclair, Southsea, Hants, Civil Engineer. Pet Dec 19. Murray. Jan 7 at 11. Sole & Co, Aldermanbury.
Ottaway, John Betts, Prisoner for Debt, Maidstone. Adj Dec 18. Murray. Jan 13 at 12.
Owers, Oscar Fitzallen, Tintern-villas, Lancaster-rd, Notting-hill, House and Estate Agent. Pet Dec 17. Jan 22 at 12. Wright, Chancery-lane.
Pain, Wm, Park-pl, Walworth, Clerk. Pet Dec 20. Murray. Jan 7 at 12. Dobie, Basinghall-st.
Pemberton, John, Pentonville-rd, Comm Agent. Pet Dec 19. Jan 27 at 11. Peddell, Basinghall-st.
Pigott, Jas, Gt Dover-st, Newington, Leather Seller. Pet Dec 16 Pepys. Jan 14 at 12. Geaussent, New Bond-st.
Sykes, Wm Simson, Reading, Berks, no occupation. Pet Dec 16. Pepys. Jan 14 at 12. Elam, Walbrook.
Toomey, Michael, Prisoner for Debt, London. Pet Dec 20 (for pau). Murray. Jan 13 at 12. George, Bishopsgate-st Within.
Tucker, Hy, Clarence House, Durham-rd, Holloway, Gold Beater Skin Manufacturer. Pet Dec 18. Jan 22 at 2. Hicks, Orchard-st, Portman-sq.
Wardell, Wm, Orchard-pl, Gun-lane, Limehouse, Grocer. Pet Dec 19. Murray. Jan 7 at 12. Popham, Basinghall-st.
Williams, David Thos, Prisoner for Debt, London. Pet Dec 20 (for pau). Brougham. Jan 27 at 11. Howell, Cheapside.

To Surrender in the Country.

Allcock, Thos, Sandiacre, Derby, Brickmaker. Pet Dec 6. Weller. Derby, Jan 16 at 12. Gibson, jun, Nottingham.
Barnes, Geo, Walton, Buckingham, Dealer in Coals. Pet Dec 20. Watson. Aylesbury, Jan 6 at 12. Fell, Aylesbury.
Brundrett, Altrincham, Chester, Beerhouse Keeper. Pet Dec 20. Southern. Altrincham, Jan 10 at 11. Fowden, Altrincham.
Burkinshaw, Edwd, Barnsley, York, Whitesmith. Pet Dec 20. Shepherd. Barnsley, Jan 10 at 11. Frudd, Barnsley.
Buxton, Hy, Newbold Moor, nr Chesterfield, Derby, Coal Merchant. Pet Dec 4 (for pau). Weller. Derby, Jan 16 at 12. Borough, Derby.
Chapman, Geo, Banham, Norfolk, Blacksmith. Pet Dec 20. Francklin. Attleborough, Jan 6 at 3. Clowes, New Buckenham.
Clarke, Chas Stephen, Gt Malvern, Worcester, Lodging-house Keeper. Pet Dec 18. Gough. Gt Malvern, Jan 3 at 11. Tyree, Worcester.
Clissett, Saml, Gloucester, Innkeeper. Pet Dec 18. Wilton. Gloucester, Jan 4 at 12. Cooke, Gloucester.
Cole, Jas, Bradford, York, Insurance Agent. Pet Dec 19. Bradford, Jan 3 at 9.30. Hargreaves, Bradford.
Cook, Joseph, Bradford, York, Fruiterer. Pet Dec 20. Bradford, Jan 3 at 8.45. Hargreaves, Bradford.
Davis, Hy, Eastington, Gloucester, Ship Builder. Pet Dec 20. Anderson. Stroud, Jan 2 at 11. Clutterbuck, Stroud.
Edwardes, John Brittles, Belmont, Lancaster, Cotton Spinner. Pet Dec 11. Harris. Manch, Jan 8 at 11. Leigh, Manch.
Ellis, Jas, Leeds, Dyer. Pet Dec 23. Leeds, Jan 6 at 11. Cariss & Tempest, Leeds.
Emsley, Robt, Pannal, York, Corn Miller. Pet Dec 11. Leeds, Jan 6 at 11. G. A. & W. Emsley, Leeds.
Evans, Hy Jas, Bursiem, Stafford, Draper. Pet Dec 13. Hill. Birm, Jan 8 at 12. Sale & Co, Manch.
Franklin, Thos, Goldington, Bedford, Publican. Pet Dec 17. Hinrich. Bedford, Jan 4 at 11. Nicholson, Moorgate-st.
Gannon, Geo, Woolton, nr Lpool, out of business. Pet Dec 16 (for pau). Dunn. Lancaster, Jan 3 at 12. Johnson & Tilly, Lancaster.
Gardner, John Grabham, Prisoner for Debt, Bristol. Adj Dec 18 (for pau). Harley. Bristol, Jan 17 at 12.
Gibson, Thos, Prisoner for Debt, Lincoln. Adj Dec 11. Burton. Gainsborough, Jan 7 at 11. Rex, Lincoln.
Gladwell, Michael, Rougham, Suffolk, Plumber. Pet Dec 18. Collins. Bury St Edmunds, Jan 8 at 11. Walpole, Beyton.
Greenslade, John, Stoke Canon, Devon, Farmer. Pet Dec 19. Daw. Exeter, Jan 3 at 11. Sanders, Exeter.
Herbert, Hy, Bishops Hull, Somerset, Tea Dealer. Adj Dec 14. Giles. Taunton, Jan 4 at 11. Trenshard, Taunton.
Hall, Hy, Newcastle-under-Lyme, Stafford, Ropemaker. Pet Dec 18. Slaney. Newcastle-under-Lyme, Jan 4 at 11. Brown, Newcastle-under-Lyme.
Hill, Wm John Upjohn, Southtanton, Devon, Innkeeper. Pet Dec 19. Burd. Okehampton, Jan 4 at 10. James, Okehampton.
Holyoak, Geo, Neachley, Salop, Gent. Pet Dec 16. Hill. Birm, Jan 8 at 12. Underhill, Wolverhampton.
Horder, Stephen Peter, Fratton, Hants, Tailor. Pet Dec 17. Howard. Portsmouth, Jan 21 at 12. Field, Gosport.
Horton, Wm Thos, Wednesbury, Stafford, Watch Manufacturer. Pet Dec 18. Walsall, Jan 22 at 12. Sheldon, Wednesbury.
Howard, John, Ipswich, Suffolk, Fly Driver. Pet Dec 21. Pretyman. Ipswich, Jan 6 at 11. Pollard, Ipswich.
Howell, John, Gt Yarmouth, Norfolk, Fish Curer. Pet Dec 16. Chamberlin. Gt Yarmouth, Jan 2 at 12. Cufaude, Gt Yarmouth.
Hughes, David, Rhonda-side, Ferndale, Glamorgan, Grocer. Pet Dec 18. Spickett. Pontypridd, Jan 4 at 12. Simons, Merthyr Tydfil.
Hunt, John Thos, Hanley, Stafford, out of business. Pet Dec 20. Chalinor. Hanley, Jan 11 at 11. Sait, Tunstall.
Hutchinson, Wm, Salford, Lancaster, Engineer. Pet Nov 13. Macrae. Manch, Jan 10 at 11. Leigh, Manch.
Irvin, Jas, Cockermouth, Cumberland, Flock Manufacturer. Pet Dec 19. Waugh. Cockermouth, Jan 6 at 3. Ramsey, Cockermouth.
Jacobs, Thos, Prisoner for Debt, Taunton. Adj Dec 14. Giles. Taunton, Jan 4 at 11. Trenchard, Taunton.
Jackman, Wm, Southampton, no business. Pet Dec 21. Sharp. Lymington, Jan 6 at 12. Mackey, Southampton.
Jones, Robt, Dolgelley, Merioneth, Groom. Pet Dec 20. Walker. Dolgelley, Jan 6 at 10. Williams, Dolgelley.
Kivell, Richd, Prisoner for Debt, Devon. Adj Dec 16. Rooker. Bideford, Jan 4 at 11.
Law, Joseph, Sheffield, Spring Knife Cutler. Pet Dec 21. Rodgers. Sheffield, Jan 8 at 1. Fernall, Sheffield.
Leake, Margaret, Bilston, Stafford, Licensed Victualler. Pet Dec 6. Brown. Wolverhampton, Jan 4 at 12. Thurstans, Wolverhampton.
Lloyd, Wm, Merthyr Tydfil, Glamorgan, Grocer. Pet Dec 18. Russell. Merthyr Tydfil, Jan 4 at 2. Plews, Merthyr Tydfil.
Loveless, Chas, Bristol, Coachbuilder. Pet Dec 17. Harley. Bristol, Jan 17 at 12. Benson.
Ludlow, Wm, Warrington, Lancaster, Hay Dealer. Pet Dec 19. Nicholson. Warrington, Jan 16 at 1. Moore, Warrington.
Marston, Wm, Wednesfield, Stafford, Brewer. Pet Dec 21. Brown. Wolverhampton, Jan 20 at 12. Smith, Wolverhampton.
Mowbray, Thos, Prisoner for Debt, Walton. Adj Dec 18. Lpool, Jan 6 at 11.

Munday, Amos, Southwick, Innkeeper. Pet Dec 18. Eversbed. Brighton, Jan 7 at 11. Holtham, Brighton.
Nathan, Mosely, Cheetham, Manch, Watchmaker. Pet Dec 19. Hulton. Salford, Jan 4 at 9.30. Gardner, Manch.
Palfrey, Fredk Jones, Didcot, Berks, Printer. Pet Dec 18. Atkinson. Wallingford, Jan 3 at 12. Dodd, Wallingford.
Parker, Joseph, Lincoln, Common Brewer. Pet Dec 21. Leeds, Jan 8 at 12. Dale, Lincoln.
Pochin, Joseph Bray, Leicester, Warehouseman. Pet Dec 18. Ingram. Leicester, Jan 11 at 10. Macaulay, Leicester.
Rimmer, Jas, Formby, nr Lpool, Seaman. Pet Dec 16 (for pau). Dunn. Lancaster, Jan 3 at 12. Rawlinson, Lancaster.
Roberts, Jas, Lpool, Butcher. Pet Dec 18. Hime. Lpool, Jan 3 at 3, Henry, Lpool.
Rump, Wm, Sprowston, Norfolk, Miller. Pet Dec 20. Palmer. Norwich, Jan 7 at 11. Stanley. Norwich.
Sanderson, John, Workington, Cumberland. Innkeeper. Pet Dec 18. Waugh. Cockermouth, Jan 6 at 3. Ramsey, Cockermouth.
Scott, John, Newcastle-upon-Tyne, Baker. Pet Dec 20. Clayton. Newcastle, Jan 9 at 10. Hoyle, Newcastle-upon-Tyne.
Smith, Wm. Derby, Hairdresser. Pet Nov 18. Weller. Derby, Jan 16 at 12. Briggs, Derby.
Soady, Robt, St Blazey, Cornwall, Shopkeeper. Pet Dec 21. Carlyon. St Austell, Jan 11 at 11. Meredith, St Austell.
Sotheran, Valentine, Nottingham, Boot Maker. Pet Dec 19. Patchit. Nottingham. Feb 5 at 10.30. Briggs & Cranch, Nottingham,
Spooner, Rupert Percy, Aston, nr Birm, out of business. Pet Aug 8. Guest. Birm, Jan 10 at 10. East, Birm.
Stamp, John Hy Ashton, Newport, Monmouth. Provision Dealer. Pet Dec 19. Roberts. Newport, Jan 7 at 11. Bradgate, Newport.
Stothard, Benj, Prisoner for Debt, Lincoln. Adj Dec 11. Waite. Louth. Jan 1 at 11. Wilson, Louth.
Timmins, Job, Dudley, Worcester, Licensed Victualler. Pet Dec 18. Jan 3 at 12. Warmington, Dudley.
Twiggs, John, Exeter, Collector of Rents. Pet Dec 18. Exeter, Jan 3 at 12. Gray, Exeter.
Walker, Joseph, Bilston, Stafford, Greengrocer. Pet Dec 12. Brown. Wolverhampton, Jan 1 at 12. Stratton, Wolverhampton.
Watts, Richd, Penygloddfa, Montgomery, Carpenter. Pet Dec 20. Woosnam. Newtown, Jan 7 at 11. Jones, Newtown.
Williams, Wm, Merthyr Tydfil, Glamorgan, Contractor. Pet Dec 18. Russell. Merthyr Tydfil, Jan 4 at 2. Plews, Merthyr Tydfil.

BANKRUPTCIES ANNULLED.

FRIDAY, Dec. 20, 1867.

Gifford, Michael, Whitechapel-rd, Saddler. Dec 10.
Chapman, John, Withersdale, Suffolk, Innkeeper. Dec 19.

TUESDAY, Dec. 24, 1867.

Bauer, John, China-pl, Back-rd, St George's-in-the-East, Baker. Dec 21.